

1 **CHARTER SCHOOL CONTRACT**

2  
3 **BETWEEN**

4  
5 **THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA**

6  
7 **AND**

8  
9 The National Ben Gamla Charter School Foundation, Inc.

10 **ON BEHALF OF**

11 **Ben Gamla Palm Beach**

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19 **History:**

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21 Application:

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**THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA**  
**The National Ben Gamla Charter School Foundation, Inc**  
**CHARTER SCHOOL CONTRACT**

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1                    **THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA**

2                    **CHARTER SCHOOL CONTRACT**

3

4                    **SECTION 1: GENERAL PROVISIONS**

5    This Charter is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_ between The School Board of  
6    Palm Beach County, Florida, ("Sponsor"), and The National Ben Gamla Charter School  
7    Foundation Inc., a non-profit corporation organized under Chapter 617, Florida Statutes,  
8    ("Corporation"), on behalf of the governing board of Ben Gamla Palm Beach ("School").

9    **A)    Approved Application:** The application approved by the School Board on 12/15/10 is  
10    attached as Appendix A. All attached appendices are incorporated and made a part of  
11    this Contract.

12    **B)    Term**

13        1)    **Effective Date:** This Contract shall become effective upon approval by the  
14        Sponsor.

15        2)    **Term:** The term shall cover (five) 5 years commencing on July 1, 2011 and  
16        ending June 30, 2016, unless amended by the parties hereto or otherwise  
17        terminated in accordance with the provisions of this Charter.

18        3)    **Start-Up Date/School Calendar**

19        For each school year, the initial start-up date of the Charter School shall be  
20        consistent with the beginning of the Sponsor's public school calendar for each  
21        school year, unless otherwise agreed by both parties in writing. The School shall  
22        provide instruction for at least the number of days and the minimum number of  
23        instructional minutes required by law for other public schools, and may provide  
24        for additional days. After the School's calendar is approved, any subsequent  
25        modification must be approved by the Sponsor prior to implementation. Where  
26        such Violation continues after five (5) days written notice from the Sponsor, it  
27        may result in withholding FTE, without penalty of interest, until such violation is  
28        cured and/or may constitute good cause for termination of Contract.

29        4)    **Deadline for Submission of Pre-Opening Checklist Items:** In order to



1 operate a charter school, this Charter School shall have "Authorized  
2 Facilities," which comply with the requirements of Section 1002.33 (18),  
3 F.S.. All documents relevant to the Charter School's acquisition of a facility for  
4 the operation of the Charter School, including but not limited to the Building  
5 Code Approvals, Certificate of Occupancy, Local Jurisdictional Code  
6 Approvals (zoning approvals consistent with type of use, fire and health  
7 inspections), Occupational License (letter of exemption), and Lease  
8 Agreements, shall be attached hereto as Exhibit F and incorporated herein by  
9 this reference no later than July 16 of the opening year, in accordance with the  
10 Sponsor's New School Opening School Checklist. If the School does not have  
11 the appropriate certification thirty (30) calendar days prior to the opening of the  
12 School, then the School may delay its opening on the condition that the School is  
13 able to provide the minimum number of hours and minutes of instruction as  
14 required by Florida law. Otherwise, the School may defer opening by one  
15 academic year during which the School shall not enroll any students and shall not  
16 be eligible to receive any funding from the Sponsor. In the alternative the opening  
17 of SCHOOL shall not be delayed if the SCHOOL obtains an alternate temporary  
18 facility with the appropriate approvals. In such case, such temporarily may be  
19 used by the SCHOOL until such time the permanent facility is ready to use.

- 20 **5) Charter Modification:** This Charter may be modified during its term by mutual  
21 agreement in writing executed by both parties. In evaluating proposed  
22 modifications, the Sponsor will consider its need for conformity in the operation  
23 of its Charter Schools. These modifications will be reviewed with the Charter  
24 School prior to enactment, and then agreed to in writing and executed by both  
25 parties. In addition, this Charter shall be automatically modified to reflect any  
26 and all legislative changes to any and all applicable federal, state, and local  
27 regulations, statutes, ordinances, and laws. Unilateral modification of this Charter  
28 in any way, by the School, is a breach of the Contract and the Contract may be  
29 terminated; a unilateral modification by the Sponsor shall not be enforceable and  
30 shall be deemed ineffective.

1           **6) Charter Renewal**

- 2           **a)** Prior to renewal of this charter, the Sponsor shall perform a program  
3 review to determine the level of success of the school's current academic  
4 program, achievement of the goals and objectives required by state  
5 accountability standards and successful accomplishment of the criteria  
6 under Section 1002.33(7)(a), F.S., the viability of the organization,  
7 compliance with the terms of the charter, and that none of the statutory  
8 grounds for nonrenewal exist.
- 9           **b)** Any charter school seeking renewal shall be required to complete a charter  
10 renewal application and the sponsor's renewal process as provided for in  
11 Florida Department of Education Rule and/or Florida State Statute. . The  
12 application shall include documentation for the items listed above.
- 13           **c)** Renewals shall be for a term of five (5) years unless School is eligible for  
14 longer term pursuant to F.S. 1002.33 (7) (b) 1 or a longer term is required  
15 pursuant to F.S. 1002.33 (7)(b)2. Upon approval, the contract will be  
16 renewed following the contract negotiation process which shall be based  
17 upon current School Board Rules, the current standard contract, all  
18 amendments to the existing Charter, and any and all prior agreements of  
19 the Parties.

20   **C) Educational Program and Curriculum:** The School shall implement the educational  
21 program and curriculum as described in the approved application in Section 3:  
22 Educational Program Design. (Appendix 2)

23           **1) General**

- 24           **a)** The School shall implement its educational and related programs as  
25 specified in the School's approved application (Appendix 1), including  
26 the School's curriculum, the instructional methods, any distinctive  
27 instructional techniques to be used, and the identification and acquisition  
28 of appropriate technologies needed to improve educational and  
29 administrative performance, which include a means for promoting safe,  
30 ethical, and appropriate uses of technology which comply with legal and  
31 professional standards. The School shall ensure that reading is a primary

1 focus of the curriculum and that resources are provided to identify and  
2 provide specialized instruction for students who are reading below grade  
3 level. Further, the curriculum and instructional strategies for reading shall  
4 be consistent with applicable State and Federal Standards and grounded in  
5 scientifically-based reading research. Updates, revisions, and/or changes  
6 to the curriculum programs described in the application and as requested  
7 by the Sponsor as a condition of the application's approval are  
8 incorporated as part of the approved application included as Appendix A.  
9 Any request to change the School's curriculum must be submitted to the  
10 Sponsor in writing, comply with all applicable laws and be approved by  
11 the Sponsor before the changes are implemented.  
12

13 **D) Non-Renewal/Cancellation and Termination**

14 This Contract may be cancelled or terminated during its term for any reason, specified in  
15 state law and this Contract. Notices of non-compliance, termination, cancellation and  
16 default may be issued by the Sponsor's Superintendent or the Superintendent's designee.

17 **1) Reasons for Termination/Non-Renewal:** The Sponsor may choose to terminate  
18 the Contract during its term or not renew the Contract at the end of the current  
19 term, for any of the following reasons:

- 20 **a)** failure to participate in the state's education accountability system created  
21 in Fla. Stat. § 1008.31, as required in this Charter, or failure to meet the  
22 requirements for student performance stated in the Charter;
- 23 **b)** failure to meet generally accepted standards of fiscal management;
- 24 **c)** violation of law;
- 25 **d)** other good cause shown, including but not limited to, those defined in this  
26 Contract;
- 27 **e)** failure to make sufficient progress in attaining the student achievement  
28 objectives of the charter and it is not likely that such objectives can be  
29 achieved before expiration of the charter;
- 30 **f)** failure to correct any material deficiency(ies) of which the Sponsor has  
31 notified the School either in the termination notice or in a separate prior

1 notice of non-compliance, and/or

2 g) habitual and repeated failure by the Charter School to submit financial  
3 reports, School Improvement Plan, the Annual Report, and any other  
4 District or State-required documentation by the stated deadline.

5 2) **“Good Cause”**: “Good cause” for non-renewal or termination includes, but is not  
6 limited to, the following:

7 a) failure to implement a reading curriculum that is consistent with effective  
8 teaching strategies grounded in scientifically-based reading research, and  
9 approved by the Florida Department of Education;

10 b) failure to meet student performance objectives of the Charter;

11 c) receiving a grade of “F” in any two years of each five year term;

12 d) failure to make adequate academic progress under state and federal laws  
13 or standards;

14 e) the school or its representatives are found to have committed a material  
15 fraud on the Sponsor or made a material misrepresentation, either willfully  
16 or recklessly, in the application or this contract.;

17 f) failure to strictly comply with the issues stated in the Educational and/or  
18 Financial Action Plan or material findings based upon either the Mid-Year  
19 Review and/or the End-of-Year Review or an audit performed by either  
20 the Sponsor or an independent qualified CPA firm, provided such issues  
21 are based on the requirements of Florida law;

22 g) failure to follow, implement or make progress toward the mission of the  
23 School as stated in the Application, this Contract and/or current  
24 amendments thereto;

25 h) failure to deliver the instructional programs or curricula identified in the  
26 application;

27 i) failure to make contributions to the Florida Retirement System if the  
28 school has elected to be part of the FRS;

29 j) having substantial debt resulting in a deteriorating financial condition or  
30 delinquency in payments;

31 k) the School files for voluntary bankruptcy, is adjudicated bankrupt or

- insolvent, or is so financially impaired that the school cannot continue to operate and/or is no longer able to meet and/or satisfy financial obligations;
- l) failure to have an annual audit that complies with the requirements specified in F.S. sec 1002.33 (9) or by this Contract or to timely submit required financial reports;
  - m) failure to meet generally accepted accounting principles;
  - n) willfully or recklessly fails to manage public funds according to the law
  - o) failure to comply with maximum class size restrictions pursuant to Fla. Stat. sec 1003.03 and the Florida Constitution Article IX secs (1) – (3) to the extent deemed legally applicable to charter schools;
  - p) failure to maintain insurance coverage in minimum limits as required by this Contract;
  - q) failure to provide the sponsor with access to records;
  - r) violation of any court order relating to matters involving the charter school;
  - s) criminal conviction on matters regarding the charter school by either the charter school's governing board, its members, collectively or individually, where the board knew or should have known of the conduct underlying the conviction and failed to take corrective action;
  - t) receiving a determination of financial emergency, pursuant to Section 218.503, F.S., and failure to seek a remedy or cure under that section;
  - u) material violation of the school's corporate by-laws that causes material harm to the School;
  - v) improper student admissions and/or withdrawal practices as defined by State Law, State and Sponsor's Rules, or this Contract;
- 3) **Additional "Good Cause" for Non-Renewal/Termination:** "Good cause" also includes any material breach or violation of the standards, requirements, or procedures of this Contract, including but not limited to:
- a) failure to timely comply with all financial reports and statements in the format specified by the Department of Education;

- b) violation of the prohibition against School governing board members receiving compensation, directly or indirectly, from the School's operations, including but not limited to grant funds;
- c) failure to fulfill all the requirements for highly qualified instructional personnel as defined by the No Child Left Behind Act (NCLB);
- d) failure to comply with the timely submission of the annual report to the Sponsor;
- e) failure to timely submit the School Improvement Plan to the Sponsor;
- f) failure to participate in all required assessment programs;
- g) failure to allow the Sponsor reasonable access to facilities and records to review data sources, including collection and recording procedures;
- h) failure to comply with the education goals established by Fla. Stat. § 1000.3(5);
- i) failure to make adequate progress towards the goals and outcomes designated in the School Improvement Plan;
- j) failure of secondary charter schools to comply with Fla. Stat. §§ 1003.43 and 1008.25;
- k) failure to use records and grade procedures that adequately provide the information to the Sponsor as required by Florida Department of Education rule, or Florida State Statute;
- l) failure to provide Exceptional Education students (ESE) and English Language Learners (ELL) with programs and services in accordance with federal, state and local laws;
- m) failure to obtain proof of consent to enroll each student from the student's parent / guardian or from the student, if the student is eighteen (18) years of age or older;
- n) failure of the school to comply with the timely submission of the annual financial audit as required by Fla. Stat. § 218.39;
- o) failure to comply with the Florida Building Code (including chapter 423) and the Florida Fire Prevention Code, including those applicable reference documents, those applicable state and federal laws and rules ;



- 1           p) failure to comply with all applicable laws, ordinances, and codes of  
2 federal, state, and local governance including Individuals with Disabilities  
3 Education Act (IDEA);
- 4           q) failure to obtain all necessary licenses, permits, zoning, use approval,  
5 facility certification, and other approvals required for use and continued  
6 occupancy of the facility as required by the local government or other  
7 governmental agencies, within the timelines specified in this Charter or  
8 by law;
- 9           r) failure to maintain valid licenses, permits, use approval, facility  
10 certification, and any other approval as required by the local government  
11 or any other governmental bodies having jurisdiction at any time during  
12 the term of this Contract;
- 13          s) material violation of Fla. Stat. § 112.311 - 112.326, Code of Ethics for  
14 Public Officers and Employees as applicable to charter schools;
- 15          t) material violation of the Family Educational Rights and Privacy Act  
16 (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99); or
- 17          u) any material violation of assessment administration and security  
18 procedures.

19       **4) Non-Renewal/90-day Termination**

- 20          a) At least ninety (90) days prior to non-renewal or termination of the  
21 Contract, the Sponsor's Superintendent or Superintendents designee shall  
22 notify the Chair of the School's governing board in writing. The notice  
23 shall state in reasonable detail the grounds for non-renewal or termination  
24 and stipulate that the School's governing body may, within 14 calendar  
25 days after receiving the notice, request an informal hearing before the  
26 Sponsor. The Sponsor shall conduct the informal hearing within 30  
27 calendar days after receiving a timely written request.
- 28          b) If a charter is not renewed or is terminated, the Sponsor shall, within 10  
29 calendar days, articulate in writing the specific reasons for its nonrenewal  
30 or termination and shall provide the letter and documentation supporting  
31 the reasons for the non-renewal or termination to the charter school

governing body and the charter school principal. The Sponsor shall send the letter and supporting documentation to the governing body of the School as identified in the last legitimate roster submitted to the Sponsor by the Charter.

c) The School's governing board may, within thirty (30) calendar days after receiving the Sponsor's final written decision of non-renewal or termination, appeal the decision pursuant to Florida law. The decision by the governing board to appeal must be made in a legally notice and convened public meeting with a quorum present. Minutes of that meeting or any resolution to appeal must be submitted to the Sponsor upon written request.

d) The School's governing board shall continue to operate the school during the pendency of any appeal to the State Board of Education. In that event, all provisions of this contract shall remain in effect. If the State Board of Education denies the School's appeal, the School shall close notwithstanding any further appeals to an appellate court. The closing date shall be negotiated between the Sponsor and the School.

#### **E) Immediate Termination**

1) **Student Health, Safety, or Welfare:** This Contract may also be terminated immediately if the Sponsor determines that good cause has been shown or if the health, safety, or welfare of the students is threatened, all in accordance with State and/or Federal Law. The Sponsor's determination is not subject to an informal hearing pursuant to Chapter 120, Fla. Stat., and may be made at any legally noticed and convened Sponsor meeting with a quorum present.

2) **Sponsor Notification Responsibilities:** The Sponsor shall notify the School's governing board, the School principal and the State Board of Education or the Florida Department of Education. The Sponsor shall clearly identify the specific issues that resulted in the immediate termination and provide evidence of any prior notification of issues that give rise to the immediate termination. The School may still be terminated upon 90 days notice or non-renewed during the pendency of an appeal of an immediate termination.



- 1           **3) Appeal:** The School's governing body may, within 30 calendar days after  
2 receiving the Sponsor's decision or to immediately terminate the Contract, appeal  
3 the decision pursuant to the procedure in Fla. Stat. § 1002.33. The decision by the  
4 governing body to appeal must be made in a legally notice and convened public  
5 meeting with a quorum present. Minutes of that meeting or any resolution to  
6 appeal must be submitted to the Sponsor upon written request
- 7           **4) Operation of the School:** The Sponsor shall immediately assume the operation of  
8 the School and shall operate it during the pendency of an appeal. If the Sponsor  
9 elects no to operate the School, the Governing Board shall be allowed to continue  
10 operations until the School has exhausted all appellate remedies.
- 11          **5) School Access and Documentation Responsibilities:** The School shall  
12 immediately give the Sponsor access to the School's facilities, all of the School's  
13 security-system access codes and access codes for all the School's computers, all  
14 student, educational and administrative records of the School, access to the  
15 school's bank accounts which contain public funds, storage facilities, all records,  
16 information, receipts and documentation for all expenditures of public funds,  
17 including but not limited to federal grants such as Title I and charter school  
18 grants, and all public property. Any violation of this provision shall relieve the  
19 Sponsor of its duty to operate the school.
- 20          **6) Removal of Funds or Property:** The school shall not remove any funds or  
21 property purchased with either public or private funds until the Sponsor has a  
22 reasonable opportunity to determine whether the funds are public or private and  
23 whether the property was purchased with public or private funds. Such  
24 determination shall be made by the Sponsor within 10 days of the School closing.  
25 After the expiration of this 10 day period the school shall have the right to remove  
26 any and all private funds. Any violation of this provision shall relieve the  
27 Sponsor of its duty to operate the school.
- 28          **7) Disbursement of Funds:** The Sponsor shall only disburse charter school funds in  
29 order to pay the normal expenses of the school as they accrue in the ordinary  
30 course of school business. The Sponsor is not required to use its own funding  
31 resources to operate the school.

1       **8) Employees of the School:** The Sponsor shall not dismiss any of the School's  
2 instructional and operational employees pending any appeal of the termination  
3 and/or non-renewal, except for cause or misconduct but they will not be  
4 considered Sponsor employees. School, or Sponsor if Sponsor has assumed  
5 operations of the School pending appeal, shall continue to pay all of School's  
6 instructional and operational employees during the pendency of appeal, but shall  
7 cease such payments if and/or once School's appellate remedies have been  
8 exhausted. The Sponsor reserves the right to take appropriate disciplinary action  
9 regarding the School's employee misconduct pending appeal. If and/or when  
10 School's appellate remedies have been exhausted, Sponsor may elect to hire  
11 School's instructional and operational employees and personnel.

12   **F) Post-Termination**

13       **1) School Responsibilities:** The School shall be dissolved under the provisions of  
14 law under which the School was organized. Student records and copies of all  
15 administrative, operational, and financial records of the School shall be provided  
16 to the Sponsor on the date the termination/non-renewal takes effect.

17       **2) School Furniture, Fixtures, Equipment, and Funds:** Any property,  
18 improvements, furnishings, and equipment purchased with any unencumbered  
19 public funds (except for capital outlay funds and federal charter school program  
20 grant funds) shall automatically revert to the Sponsor (subject to any lawful liens  
21 and encumbrances). If the School's accounting records fail to clearly establish  
22 whether a particular asset was purchased with public funds or non-public funds,  
23 then it shall be presumed public funds were used and ownership of the asset shall  
24 automatically revert to the Sponsor. Property and assets purchased with public  
25 funds shall be defined as those goods purchased with grants and funds provided  
26 by a governmental entity. Funds provided by the School and used by a  
27 management company to purchase property and assets for the School are  
28 considered public funds.

29       **3) School Debt:** The School shall be responsible for all the debts of the School. The  
30 Sponsor may not assume the debt from any contracted services made between the  
31 governing body of the School, the Management Company, and/or third parties.

1           **4) Unencumbered Funds:** Any unencumbered public funds from the School,  
2           district school board property and improvements, furnishings, and equipment  
3           purchased with public funds, or financial or other records pertaining to the  
4           School, in the possession of any person, entity, or holding company other than the  
5           School, shall be held in trust upon the district school board's request, until any  
6           appeal status is resolved.

7   **G) School Election to Terminate or Non-renew:** If the School elects to terminate or non-  
8   renew the charter, it shall provide notice of the election to the Sponsor indicating the final  
9   date of operation. All post-termination provisions apply.  
10

## 11                                   **SECTION 2: ACADEMIC ACCOUNTABILITY**

### 12   **A) Student Performance: Assessment and Evaluation** 13

#### 14       **1) Initial Year**

15           **a) Expected Outcomes:** The educational goals and objectives for improving  
16           student achievement, including how much academic improvement students  
17           are expected to show each year, how student progress and performance will  
18           be evaluated and the specific results to be attained, as described in Section  
19           5a of application: Student Performance, Assessment and Evaluation

20           **b) Methods of Measurement:** The methods used to identify the educational  
21           strengths and needs of students and the educational goals and performance  
22           standards are those specified in the School's approved application.

#### 23           **c) Assessments** 24

25           **i) State-Required:** Students shall participate in all required state  
26           assessment programs. The School shall facilitate required alternate  
27           assessments and comply with required state reporting procedures.

28           **ii) Additional:**

29           **iii) Support:** All School personnel involved with any aspect of the  
30           testing process must have knowledge of and abide by state and  
31           Sponsor's mandatory policies, procedures, and standards regarding  
32           test administration, test security, test audits, and reporting of test

1 results. The Sponsor shall provide to applicable school staff all  
2 services/support activities that are routinely provided to the  
3 Sponsor's staff regarding implementation of District and state-  
4 required assessment activities, e.g., procedures for test  
5 administration, staff training, dissemination and collection of  
6 materials, monitoring, scoring, analysis, and summary reporting.

7 iv) The School shall provide adequate technological infrastructure to  
8 support all required online test administration.

9 **2) Annual**

10 **a) School Improvement Plan**

11 **i) Minimum Components of SIP**

12 1) The School will provide the Sponsor a School Improvement  
13 Plan (SIP) that is based on the goals and objectives in the  
14 application (Appendix A) and complies with the guidelines  
15 provided by the Sponsor by the due date established by the  
16 State and/or Sponsor. The School Improvement Plan shall  
17 contain the School's measurable objectives for the subsequent  
18 school year.

19 2) The School agrees to the baseline standard of achievement,  
20 the outcomes to be achieved, and the methods of measurement  
21 that have been mutually agreed upon in the School  
22 Improvement Plan.

23 **ii) Deadline for Governing Board Approval:** The governing board  
24 of the School shall review and approve the SIP prior to its  
25 submission. Minutes documenting SIP approval must be taken and  
26 posted.

27 **iii) Monitoring:** The School's governing board shall develop and  
28 monitor the implementation of the School Improvement Plan.  
29 Schools which fall under the State of Florida Differentiated  
30 Accountability Plan will comply with all requirements as they  
31 relate to the School Improvement Plan.

1           **b) Assessments:** Students shall participate in assessment programs as  
2 described in Section 5e of application: Student Performance, Assessment  
3 and Evaluation.

4           **i) State-required:** Students at the School shall participate in all  
5 required state assessment programs. The School shall facilitate  
6 required alternate assessments and comply with state reporting  
7 procedures.

8           **ii) Additional:** Students shall participate in all District assessment  
9 programs in which the District's students in comparable  
10 grades/schools participate and any other assessments as described  
11 in Section 5e of the application: Student Performance, Assessment  
12 and Evaluation.

13           1) The School shall be responsible for all costs associated  
14 with assessments not mandated by the Sponsor, the State or  
15 covered by federal funding, such as Title I and IDEA.

16           2) If an IEP for a student with disabilities or an EP for a  
17 student who participates in programs for the gifted,  
18 indicates accommodations or an alternate assessment for  
19 participation in a State assessment, the School will  
20 facilitate the accommodations or alternate assessment and  
21 comply with State reporting procedures.

22           **iii) Support:** All School personnel involved with any aspect of the  
23 testing process must have knowledge of and abide by state and  
24 Sponsor's mandatory policies, procedures, and standards regarding  
25 test administration, test security, test audits, and reporting of test  
26 results. The Sponsor shall provide to applicable school staff all  
27 services/support activities that are routinely provided to the  
28 Sponsor's staff regarding implementation of District and state-  
29 required assessment activities, e.g., procedures for test  
30 administration, staff training, dissemination and collection of  
31 materials, monitoring, scoring, analysis, and summary reporting.

1           **3) Termination Based on School Grade:** The Contract shall be terminated if the  
2           School receives a state-designated grade of "F" in any two years of each five-year  
3           term. The Contract may be non-renewed or terminated if the School fails to make  
4           adequate academic progress in accordance with state and federal laws. This  
5           provision does not preclude the Sponsor from terminating the Contract for failure  
6           to meet academic standards within the first or any subsequent school year. In  
7           addition to evaluating the School's success in achieving the objectives stated in  
8           the School Improvement Plan, the School shall meet the state's student  
9           performance requirements as delineated in State Board of Education Rule 6A-  
10          1.09981, *Implementation of Florida's System of School Improvement and*  
11          *Accountability*, based on Fla. Stat. §§ 1001.02, 1008.33, and 1008.345. This  
12          accountability criterion shall be based upon the assessment systems of the School,  
13          the Sponsor, and the State. The School shall use records and grade procedures  
14          that adequately provide the information required by the Sponsor.

15          **4) Textbook Inventory:** The School will maintain, and have available for review, a  
16          textbook or digital textbook inventory for core courses which shall include title,  
17          date of adoption cycle, and number of texts available and in use.

18    **B) Student Promotion**

19          **1) Student Progression Plan**

20                 The School shall implement the SPP in effect for the current operational  
21                 year. The Sponsor shall consider but is not obligated to approve any  
22                 exemptions from the SPP requested by the School.

24          **2) Graduation Requirements**

25                 The Charter Schools serving high school students shall assure compliance  
26                 with the method for determining graduation requirements pursuant to  
27                 Section 1008.25, F.S., and that students meet all graduation requirements  
28                 as defined in Section 1003.43, F.S.

29                 The Charter School shall follow the Sponsor's report card distribution  
30                 calendar. A copy of the report card, attached as Exhibit N.

31                 The Charter Schools serving high school students will award diplomas,



Certificates of Completion, special diplomas for ESE students when indicated on a student's IEP, and State of Florida Certificates for General Education Development (GED) in conjunction with the Sponsor's GED program, or a combination thereof. Graduation and promotion requirements are contained in the Sponsor's Student Progression Plan, as attached hereto in Exhibit B. Graduation requirements apply to high schools only. The School shall implement the SPP in effect for the current operational year. The Sponsor shall consider but is not obligated to approve any exemptions from the SPP requested by the School.

**3) Accreditation**

Secondary schools shall notify parents and students of the School's accreditation status and the implication on non-accreditation in the application, the parent/student handbook, and the student contract.

**4) Other Assessment Tools**

As stated in approved Application.

**C) Data Access and Use**

**1) Access to Facilities, Records, and Data:** The School shall allow the Sponsor reasonable access to its facilities and records to review data sources, including collection and recording procedures, in order to assist the Sponsor in making a valid determination about the degree to which student performance requirements have been met as stated in the Contract, and required by Fla. Stat. §§ 1008.31 and 1008.345.

**2) Sponsor Use of Required Assessment Data:** The Sponsor shall use results from the state and district required assessment programs referenced in this Charter, the data elements included in the annual report, and any other information acquired by the Sponsor to provide the State Board of Education and the Commissioner of Education the analysis and comparison of the schools' student performance.

**3) Acceptable Use Policy:** All Charter School employees and students are bound by all of the Sponsor's computer policies and standards regarding data privacy and system security. The School shall not access any of the Sponsor's student

1 information unless and until the student enrolls in the School. Violation of this  
2 provision constitutes good cause for termination.  
3

### 4 SECTION 3: STUDENTS

5 **A) Eligible Students:** The School shall be open to any student residing in Palm Beach  
6 County and to students in other districts with which inter-district agreements exist.

7  
8 **B) Grades Served:** The school shall serve grades K-8, opening with K-5 with the intent of  
9 opening one grade per year in subsequent years.

10  
11 **C) Class Size:** The school shall comply with class size restrictions to the extent deemed  
12 legally applicable to charter schools.

13  
14 **D) Annual Projected Enrollment:**

15 **1) Student Enrollment:** Following is the student enrollment breakdown by year:

16 Year 1: up to 300

17 Year 2: up to 512

18 Year 3: up to 640

19 Year 4-5: up to 662

20 **2) Minimum Enrollment Requirements:** The School's minimum enrollment for the  
21 first year of operation is (b)(1). The parties agree that this is the minimum  
22 enrollment that will support the School's operations. Failure to achieve the minimum  
23 enrollment by the October FTE reporting period and each following year may  
24 constitutes good cause for termination or nonrenewal for failure to meet generally  
25 accepted standards of the school management as provided in Section  
26 1002.33(8)(a)(2), Florida Statutes, unless the School provides the Sponsor a revised  
27 and balanced budget within sixty (60) days of the October FTE reporting period. A  
28 budget to support this minimum enrollment is provided in Appendix 3.

29 **3) Deferred Opening and Student Enrollment:** In the event the School defers  
30 opening, the student enrollment breakdown in paragraph 1 above will be adjusted to  
31 reflect the cancellation of the first year and Year 4 will reflect the maximum capacity  
32 permitted.



- 1           **4) Required Instructional Minutes:** Instructional minutes shall be a minimum of 300  
2 minutes or in accordance with Florida Education Finance Program.
- 3           **5) Enrollment Capacity:** The enrollment capacity is contingent on the student capacity  
4 as stated on the valid Certificate of Occupancy (CO), Certificate of Use (CU), and/or  
5 Fire Permit for the School facility issued by the local governmental agency in whose  
6 jurisdiction the facility is located. Monthly payments shall be withheld, without  
7 penalty of interest, for students in excess of the School's enrollment capacity, as  
8 defined by the valid CO, CU, or Fire Permit.

9

10   **E) Admissions and Enrollment Plan**

11   The Charter School will serve students residing within the Palm Beach County School  
12 District as well as students covered under an inter-district agreement. Any student (school  
13 family) that submits a timely and complete application for enrollment in grades K-8 will be  
14 eligible to enroll. The school will have an open admissions policy (first come, first served  
15 basis) and all applicants will have an equal chance of being admitted, subject to all allowable  
16 preferences and subject to the School's ability to limit enrollment to target certain student  
17 populations in accordance with F.S. 1002.33 (10)(d)-(e). The School shall strive to achieve a  
18 racial/ethnic balance reflective of the community it serves or within the racial/ethnic range  
19 of other traditional public schools in the school district that are in close proximity. Failure to  
20 comply with these provisions may constitute good cause to terminate this Contract.

21

22   **Enrollment Procedures**

- 23
- 24           •       The Charter School is subject to compliance with the entry, health  
25 examinations, and immunizations section of Section 1003.22, F.S.
  - 26           •       The Charter School may not target a student population other than the one  
27 approved by the Sponsor.
  - 28           •       Students with disabilities who are enrolled in the Charter School shall be  
29 provided programs that fully comply with all the requirements of IDEA and any  
30 other applicable Federal or State law. School shall, at its own cost and expense  
31 and not that of the Sponsor, ensure that all due process requirements are complied  
32 with, shall ensure that there are legally compliant educational assessments of the

1 needs of the students and shall remain liable for full and complete adherence to all  
2 such requirements. The School must fund all educational and related services  
3 provided to students pursuant to the IEP and will earn funding in accordance with  
4 Section 1002.33, F.S. and/or others. Psychological and other appropriate re-  
5 evaluations are the responsibility of the Charter School. The Charter School will  
6 utilize all of the Sponsor's forms and procedures related to pre-referral activities,  
7 referral, evaluation, and re-evaluation for ESE eligibility, IEP development, and  
8 placement. The Charter School will schedule and conduct IEP meeting pursuant  
9 to 34 CFR 300.340-300.350 for each eligible ESE student enrolled in the Charter  
10 School. The Charter School shall ensure that appropriate personnel are in  
11 attendance at IEP meetings.

- 12 • The Charter School shall provide ESE services as documented on the IEP.  
13 In the case of a parent choosing a Charter School that cannot implement the  
14 student's IEP as presented, an IEP meeting must be convened before the student is  
15 enrolled in the Charter School. The IEP committee must review/revise the IEP  
16 and determine the student's educational needs. The committee must clearly  
17 determine how the student's needs will be met at the Charter School.

18 **F) Maintenance of Student Records**

- 19 **1) Student Records:** The School shall maintain both active and archival records for  
20 current/former students in accordance with Fla. Stat. §§ 1003.25 and 1002.22 and  
21 State Board of Education Rule 6A-1.0955.
- 22 **2) Transfer of Student Cumulative Records:** All permanent cumulative records  
23 (both Category A, Permanent Information, and Category B, Temporary  
24 Information) of students leaving the School, whether by transfer to a traditional  
25 public school within the school system or withdrawal to attend another charter  
26 school, shall be transferred upon receipt of an official request from a receiving  
27 Palm Beach County public school or a Sponsor's charter school. The School may  
28 retain copies of the departing student's academic records created during the  
29 student's attendance at the School.
- 30 **3) Transfer of Student Cumulative Records Upon School Termination:** Upon  
31 termination of a student's enrollment at the School, all permanent cumulative

records (both Category A, Permanent Information, and Category B, Temporary Information) of students leaving the School, but not transferring to a Sponsor's public school or charter school, shall be hand-delivered to the Sponsor. Proof of delivery shall be provided to the Sponsor within five (5) business days. The School may retain copies of the departing student's academic grades and attendance during the student's enrollment at the School.

- 4) **Transmittal of Educational Records:** The School shall transmit to the Sponsor, a listing of the types of Category A and B educational records pursuant to State Board of Education Rule 6A-1.0955 and the procedures from the Division of Student Services as stipulated in the Student Educational Records manual. This report shall be transmitted each year prior to July 1.

**G) Exceptional Student Education**

- 1) **Non-Discrimination:** The School shall not discriminate against students with disabilities in placement, assessment, identification, and admission. The School shall not request, through the School's application or otherwise, a student's IEP or other information regarding a student's special needs, nor shall the school access such information prior to the student's enrollment in the School.
- 2) **Sponsor Responsibilities: Per statute or State Board Rule.**
- 3) **School Responsibilities: Per statute or State Board Rule.**
- 4) **Services Covered by the 5% Administrative Fee:** The Sponsor shall provide exceptional student education administration services to the School, pursuant to s. 1002.33 F.S.
- 5) **Due Process Hearing**

**H) Dismissal Policies and Procedures**

1. Parents/Guardians may withdraw a student from the Charter School at any time. The student will be assigned to his/her area school in accordance with his/her Study Area Code (SAC). The Charter School may withdraw a student involuntarily for failure to maintain eligibility standards or for violation of the Student Conduct Code.
2. The Charter School may refer students to a District-funded alternative education program utilizing the Sponsor's procedures.

- 1           3.    In the event that a student has been recommended to the School Board for expulsion  
2                    by the Governing Board of the Charter School, the Charter School is responsible for  
3                    providing academic and behavioral interventions for the student while awaiting the  
4                    School Board's decision on the student's expulsion.
- 5           4.    The School shall implement the School's Code of Conduct, the School's policies  
6                    for discipline, suspension, dismissal and recommendation for expulsion as  
7                    described in Section 8b of application and in Appendix \_4\_.
- 8

#### 9                                   **SECTION 4: FINANCIAL ACCOUNTABILITY**

##### 10    **A)    Revenue**

##### 11           **1)    Basis for funding**

12                   Students in the school shall be funded the same as students enrolled in other  
13                   public schools. The Sponsor agrees to fund the Charter School in accordance with  
14                   Section 1002.33, F.S., as it may from time to time be amended. Funding shall be  
15                   the sum of district operating funds from the Florida Education Finance Program  
16                   (FEFP) as provided in Section 1011.62, F.S. and the General Appropriations Act,  
17                   including gross state and local funds, discretionary lottery funds, and  
18                   discretionary operating millage funds divided by total district funded weighted  
19                   full-time equivalent (WFTE) students times the weighted full-time equivalent  
20                   students of the School. If eligible, the School shall also receive its proportionate  
21                   share of categorical program funds included in the FEFP. Upon request, the  
22                   School shall provide the Sponsor with documentation that categorical funds  
23                   received by the School were expended for purposes for which the categoricals  
24                   were established by the Legislature. Total funding for the Charter School shall be  
25                   recalculated during the year to reflect revised calculations under the FEFP by the  
26                   State and the actual weighted full-time equivalent students reported by the Charter  
27                   School during the full-time equivalent student survey periods designated by the  
28                   Commissioner of Education.

##### 29                   **a)    Student reporting**

- 30                           **i)    The Charter School shall report its student enrollment to the**  
31                                        **Sponsor in accordance with Section 1011.60, F.S. and policies and**

1 procedures. The School shall use the Sponsor's electronic data  
2 processing facility and procedures for the processing of student  
3 enrollment, attendance, FTE collection, assessment information,  
4 IEP's, LEP plans, 504 plans and any other required individual  
5 student plan. The Sponsor shall provide the School with  
6 appropriate access to the Sponsor's data processing system. The  
7 School shall provide hardware and related infrastructure. There  
8 will be no cost to the School for the related installation of software  
9 programs. Any non-Federal or State mandated software can be  
10 negotiated separately by the Parties.

11 **ii)** The Sponsor shall provide training for the School's personnel in  
12 the use of designated District applications necessary to respond to  
13 the statutory requirements of Fla. Stat. § 1008.345, including the  
14 annual report and the State/District required assessment program.  
15 The Sponsor's support for this function will be provided at cost  
16 and shall be included in the 5% administrative fee provided in the  
17 law. Access by the School to additional data processing  
18 applications, materials, or forms not required in the statute, but  
19 available through the Sponsor, may be negotiated separately by the  
20 parties.

21 **iii)** The Charter School shall project annually, the number of Full-  
22 Time Equivalent (FTE) students and the Florida Education Finance  
23 Program (FEFP) category that the Charter School will serve each  
24 year. The Charter School accepts responsibility for delivering  
25 actual FTE for each applicable FTE Survey period in accordance  
26 with the Sponsor guidelines for FTE reporting.

27 **iv)** The Charter School shall maintain all manual and/or automated  
28 records required to support the earning of each FTE reported. This  
29 includes, but is not limited to, all data required by the Florida  
30 Department of Education, Auditor General, Special Programs,  
31 ESE, Vocational and Basic program audits, and includes the

December 1 Child Count Data.

- v) The sponsor reserves the right to inspect the FTE records of the Charter School to ensure compliance with state reporting requirements. The Sponsor may audit FTE and supporting documentation. Any discrepancies will be cause for adjustment to subsequent payments. Any loss of funds as a result of actual FTE/Financial or Program audit or findings of the Auditor General is the sole responsibility of the Charter School. Amounts lost, as determined by the Sponsor's Chief Financial Officer or findings of the Auditor General, will be automatically deducted from the next payment. The Sponsor may also terminate the Contract.

**b) Distribution of Funds Schedule**

- i) The Sponsor shall calculate and submit twelve (12) monthly payments to the School. The first payment will be made by July 10. Subsequent payments will be made no later than the 15th of each month beginning with July.
- ii) For the first year of this charter agreement, monthly payments will be calculated as follows:
- July through September will be based on the charter school projected FTE revenue divided by twelve (12):
  - October through November will be based on the charter school's eleventh day count FTE enrollment for the fiscal year divided by nine (9) and adjusted retroactively for prior payments during those months;
  - December through March will be based on Actual October and projected February FTE revenue divided by seven (7) and adjusted retroactively for prior payments; and
  - April through June will be based on actual October, and actual February FTE revenue, divided by three (3) and adjusted retroactively for prior period adjustments.

For the second year and following years of the charter agreement,



monthly payments will be calculated as follows:

- July through September will be based on the charter school's average FTE for the prior fiscal year, divided by twelve (12):
  - October through November will be based on the charter school's eleventh day count FTE enrollment for the fiscal year divided by nine (9) and adjusted retroactively for prior payments during those months;
  - December through March will be based on Actual October and projected February FTE revenue divided by seven (7) and adjusted retroactively for prior payments; and
  - April through June will be based on actual October , and actual February FTE revenue, divided by three (3) and adjusted retroactively for prior period adjustments.
- ii) Payments may be adjusted for any amounts due the Sponsor for services provided and/or expenditures incurred on behalf of the School during the current or previous year, as well as for administrative oversight.
- iii) Late payments are subject to interest at the rate of 1% per month calculated on a daily basis until paid.
- iv) Payment shall not be made for students in excess of the School's enrollment capacity and the School facility's valid capacity as determined by the School's Certificate of Occupancy, Certificate of Use, or Fire Permit (whichever is less). In the event that the required county and/or municipality facility permits do not indicate a facility capacity, the School must submit a letter from the architect of record certifying the capacity of the facility.
- v) The Sponsor shall withhold monthly payments, without penalty of interest, if the School's Certificate of Occupancy, Certificate of Use or Fire Permit has expired or has otherwise become invalid until such defect has been cured.

1                   vi) If the School unilaterally modifies the Contract, the Sponsor may  
2                   withhold payments until the Contract is properly amended and  
3                   approved by the Sponsor.

4           c)   **Adjustments:** Total funding shall be recalculated during the school  
5           year to reflect actual WFTE students reported by the School during the  
6           FTE student survey periods. In the event that the District exceeds the  
7           state cap for WFTE for Group 2 programs established by the  
8           Legislature, resulting in unfunded WFTE for the district, then the  
9           School's funding shall be reduced to reflect its proportional share of  
10          any unfunded WFTE. If the charter school submits data relevant to  
11          FTE funding that it is later determined through audit procedures to be  
12          inaccurate, the charter school shall be responsible for any  
13          reimbursement to the sponsor for any errors or omissions. Should the  
14          sponsor receive notice of an FTE funding adjustment, which it is  
15          attributable to error or substantial noncompliance by the charter  
16          school, the sponsor shall deduct such assessed amount from the next  
17          available payment otherwise due to the charter school. In the event  
18          that the assessment is charged near the end or after the term of the  
19          charter agreement where no further payments are due and receive  
20          reimbursement within thirty (30) days.

21          d)   **Holdback/Proration:** In the event of a state holdback or a proration  
22          which changes District funding, the School's funding will be adjusted  
23          proportionately. The Sponsor will not be responsible for any liabilities  
24          incurred by the School in the event of a state holdback.

25          e)   **Summer School Provision:** The School may choose to provide a  
26          summer school program using State Supplemental Academic  
27          Instruction (SAI) funds. If a student enrolled in the School attends any  
28          of the Sponsor's summer school programs, the School shall reimburse  
29          the Sponsor for the cost of such student's summer school program as  
30          determined by the Sponsor on or before May 31 of each year. If the  
31          School fails to comply with this provision, the Sponsor may deduct the



appropriate amount from the School's subsequent FTE payments.

**2) Federal Funding**

In any program or services provided by the sponsor which are funded by Federal or State grants, and for which funds follow the eligible student, the sponsor agrees, upon adequate documentation from the Charter School that the same level of service will be provided, to distribute these funds to the charter school as required to submit a Title I plan. The appropriate department must approve the Title I plan.

**a) Title I**

i) Any Title I funds allocated to the School must be used to supplement students' greatest instructional needs that have been identified by a comprehensive needs assessment of the entire School and shall be spent in accordance with federal regulations. The academic program funded through Title I shall include Reading, Language Arts, Mathematics and Science

ii) The Sponsor's Title I staff will provide technical assistance and support in order to ensure that Title I guidelines are being followed at the School and that students are meeting applicable performance standards.

**b) IDEA:** Funding for services provided to students with disabilities in the School will be provided in the same manner as for the Sponsor's other public schools.

**c) Federal Grants:** Any eligible student enrolled in the School shall be provided federal funds for the same level of service provided other eligible students in the schools operated by the Sponsor. The Charter School may submit applications and secure funding for any Requests for Proposal issued by a Federal, State, or local public agency. If the Sponsor develops a District-wide grant, the School may be included in the District proposal in accordance with the school eligibility requirements and grant guidelines within the Request for Proposals. .

i) When grant proposals are developed by the Sponsor's staff using

1 student or school counts that include the School's students, and the  
2 grant is awarded to the Sponsor, the pro-rata share of the dollars or  
3 services received from that grant shall be distributed to the School,  
4 if eligible, as defined in the budget developed for the grant.

5 **3) Other Funding Sources:** The School may secure funding from private  
6 institutions, corporations, businesses and/or individuals.

7 **4) Charter School Capital Outlay Funds**

8 **a) Application:** The Charter School may be eligible for school capital outlay  
9 funding as per sections 1002.33 (20), and 1013.62, F.S. Prior to release of  
10 capital outlay funds from the Sponsor to the Charter School, the Charter  
11 School must provide the Sponsor a capital outlay plan with proposed  
12 capital expenditures. If the charter school is non-renewed or terminated,  
13 any unencumbered funds and all equipment and property purchased with  
14 public funds shall revert to the ownership of the Sponsor as provided for  
15 in Section 1002.33 (8) (e) (f), F.S.

16 **b) Distribution:** The Sponsor shall make timely and efficient capital outlay  
17 payment to the school upon receipt of all required supporting  
18 documentation. The Sponsor shall not certify capital outlay plans if it  
19 cannot reasonably attest to the School's eligibility.

20 **B) Administrative Fee**

21 **1) Allowable Withholding:** Any administrative fee withheld by the Sponsor shall be  
22 limited to five percent (5%) of available funds for the first 250 students as defined  
23 in Fla. Stat. § 1002.33(20)(a) not including capital outlay funds, federal and state  
24 grants, or any other funds, unless explicitly provided by law.

25 **2) Capital Outlay Generated Through FEFP Funds:** If the School has a  
26 population of 251 or more students, the difference between the total  
27 administrative fee calculation and the amount of the administrative fee withheld  
28 may be used for capital outlay purposes specified by F.S. 1013.62 (2). The  
29 Sponsor shall not withhold an administrative fee from capital outlay funds unless  
30 explicitly authorized by law.

31 **3) Sponsor Use of Administrative Fee:** The administrative fee retained by the

Sponsor pursuant to this Contract includes, among other things, a fee for academic and financial monitoring required of the Sponsor by law. At any time, the Sponsor may request reports on school operations and student performance, in accordance with Federal or State Law and Florida Department of Education Rule, and the School shall provide the reports in a timely manner. School shall not be required to provide to Sponsor any report which is not required by Federal or State Law and/or Florida Department of Education Rule.

**4) Access to Optional Sponsor Services:** Access by the School to services not required by law, but available through the Sponsor, may be negotiated separately by the parties. The Sponsor is not obligated to provide any services not required by law.

**5) Provision of School Lunches:** The School shall be solely responsible for providing school lunches and complying with state and federal reporting requirements. The Sponsor shall provide services related to eligibility and reporting under the federal free and reduced lunch program if requested by the School.

**C) Restriction on Charging Tuition:** The Charter School further agrees that it shall not charge any state tuition or fees to students enrolled in an FEFP funded program in any grade through twelve.

**D) Allowable Student Fees**

**1) Use of Student Fees:** The school shall not charge fees, except those fees normally charged by the Sponsor or as allowed by law. Fees collected must be allocated directly to, and spent only on, the activity or material for which the fee is charged.

**E) Budget**

**1) Annual:** The School shall provide reasonable proof of the ability to fund the initial startup and the on-going operation of the School. By July 1<sup>st</sup> of each year, the School's governing board shall provide to the Sponsor an updated annual budget for review, based upon enrollment projections [REDACTED] and, for the initial year of operation, a budget based upon minimum enrollment (F). Each budget shall include projected sources of revenue, both public and private, and planned expenditures covering the entire school year.

1           a)     **Governing Board Approval:** The school's governing board shall adopt  
2                     and maintain an annual balanced budget.

3           b)     **Submission Date:** The school shall annually transmit to the Sponsor a  
4                     copy of the school's adopted budget on or before July 1<sup>st</sup>.

5       2)     **Amended Budget:** The School shall provide a copy of the amended budget to the  
6                     Sponsor within ten (10) days of its approval by the School's governing board.

7   **F)     Financial Records, Reports and Monitoring**

8       1)     **Maintenance of Financial Records:** The School shall use the standard state  
9                     codification of accounts as contained in the DOE's Financial and Program Cost  
10                    Accounting and Reporting for Florida Schools (Red Book), and/or may elect to  
11                    follow Generally Accepted Accounting Standards for not-for-profit organizations,  
12                    but must reformat this information for reporting, as per F.S. 1002.33(9)(g), as a  
13                    means of codifying all transactions pertaining to its operations. The accounting  
14                    for federal, state and local funds shall be maintained according to existing  
15                    guidelines, mandates, and practices, i.e., separate funds and bank accounts for  
16                    federal, state, and local funds as required under applicable statutes. The School's  
17                    financial activities and reports shall be subject to the Florida Department of  
18                    Education (DOE) Technical Assistance Paper No. 2009-03, incorporated into this  
19                    Contract as Appendix 5, as well as any subsequently issued directives by the State  
20                    and other applicable Governmental Accounting Standards.

21       2)     **Financial and Program Cost Accounting and Reporting:** The financial  
22                     statements are to be prepared in accordance with *Generally Accepted Accounting*  
23                     *Principles* using governmental accounting, regardless of corporate structure.

24       3)     **Financial Reports**

25       a)     **Monthly Financial Reports:** The school shall submit monthly financial  
26                     statements in the form prescribed by the Sponsor, State and/or as allowed  
27                     by law within thirty (30) days of every month's end. The following reports  
28                     must be submitted in the prescribed format to the Sponsor:

29               1)     Financial Statements reports in the form prescribed by the Sponsor  
30                     and in accordance to Rule 6A-1.0081, FAC;

31               2)     Bank reconciliations, including bank statements, detailed general

1 ledger of cash accounts and cancel checks;

2 3) Cash Flow Reports; and

3 4) Detailed general ledgers by fund

4 The parties agree that the Sponsor, with ten (10) days notice, may  
5 reasonably request in accordance with Section 1002.33(5)(b)(1)(j), F.S.  
6 and the charter school shall provide, documents on the charter school's  
7 financial operations beyond the monthly reports required by this charter.  
8 Such reports shall be in addition to those required elsewhere in this  
9 charter. The charter school shall not be in non-compliance for any report  
10 date delays if modified by the Sponsor or due to circumstances such as  
11 natural disaster that is beyond the control of both parties.

12 **b) Quarterly Property Inventory:** The School shall submit to the Sponsor a  
13 cumulative listing of all property purchased with public funds, i.e., FEFP,  
14 grant, and any other public-generated funds, and a separate cumulative  
15 listing of all property purchased with private funds within thirty (30) days  
16 of the end of the quarter by September 30, December 31, March 31, and  
17 June 30. These lists shall include: (1) date of purchase; (2) item  
18 purchased; (3) cost of item; (4) tag number; (5) years of depreciation; and  
19 (6) item location.

20 In the event the charter school ceased operations or is dissolved, or this  
21 charter is not renewed or is otherwise terminated, any unencumbered  
22 funds of the charter school shall revert to the Sponsor. In the event, all of  
23 the charter school's property and improvements, furnishings and  
24 equipment purchased with public funds shall be peacefully delivered to the  
25 Sponsor and automatically revert to full ownership by the Sponsor. If the  
26 charter school accounting records fail to clearly establish whether  
27 particular assets were purchased with public funds or attached to or  
28 incorporated in real or personal property of the Sponsor, however funded  
29 or whether approved by the Sponsor or not, that cannot be removed from  
30 the Sponsor's property without damage to the Sponsor's property, shall  
31 become the property of the Sponsor. In such event, the Sponsor shall not



1 have no obligation to reimburse or pay the charter school, its governing  
2 board, the vendor or donor of the property or anyone else, for any such  
3 improvement, attachment or incorporated item and the charter school shall  
4 ensure that all contracts entered into by the charter school must contain  
5 written notice of such.

6 The charter school agrees that, in the event any public funds received by  
7 the charter school from or through the Sponsor are used to purchase or  
8 improve real property that any unencumbered funds and all equipment and  
9 property purchased with public education funds reverts to the ownership  
10 of the Sponsor upon termination or non-renewal of this agreement. The  
11 reversion of such equipment, property, and furnishings shall focus on  
12 recoverable assets, but not on intangible or irrecoverable cost such as  
13 rental or leasing fees, normal maintenance, and limited renovations.

14 e) **Program Cost Report:** Charter Schools shall provide program cost report  
15 information by July 31<sup>st</sup> in the state-required format for inclusion in  
16 District reporting in compliance with Section 1010.20, F.S., and 6A-  
17 1.0071, FAC

18 d) **Annual Financial Audit:** An annual financial audit, required by Fla. Stat.  
19 § 218.39, requested and paid for by the School, shall be performed by a  
20 licensed Certified Public Accountant. The audit shall be performed in  
21 accordance with Generally Accepted Auditing Standards; Government  
22 Auditing Standards, issued by the Comptroller General of the United  
23 States; and Chapter 10.850, Rules of the Auditor General, State of Florida.  
24 The School shall provide the Sponsor with four (4) paper copies and one  
25 (1) electronic copy of the audit and the School's responses to the findings  
26 (response to Management letter), which shall be bound together in one  
27 complete report. In addition, two copies of the audit report (one be  
28 electronic) must be submitted to the Auditor General within forty-five (45)  
29 days after delivery of the audit report to the School's governing body. The  
30 School shall provide the Sponsor with annual financial reports including a  
31 management letter, as of June 30 of each year for inclusion in the



1 Sponsor's financial statements. These reports shall include a complete set  
2 of annual financial statements and accompanying notes, prepared in  
3 accordance with Generally Accepted Accounting principles and reflecting  
4 the revenue sources and expenditures by function and object in sufficient  
5 detail to allow for the Sponsor's analysis of the School's ability to meet  
6 financial obligations and timely repay debt. In addition, if the School is  
7 not part of a pre-existing non-profit organization or municipality, the  
8 School's financial activities shall be accounted for using the governmental  
9 accounting model applicable for state and local governments and their  
10 component units, as per Government Accounting Standards Board  
11 (GASB) statement 34. The following timeline must be adhered to for  
12 submitting the School's financial reports:

13 UNAUDITED STATEMENTS: NO LATER THAN AUGUST 1 OF  
14 EACH YEAR.

15 AUDITED STATEMENTS: NO LATER THAN SEPTEMBER 30 OF  
16 EACH YEAR. No later than May 1 of each year, the Charter School shall  
17 formally notify the Sponsor of the name, address and phone number of the  
18 auditor engaged to perform the year end audit and documentation of the  
19 auditor's current peer review.

20 e) **Grant Reporting:** The School shall submit quarterly Project  
21 Disbursement Reports for each grant to the Sponsor, supported by  
22 appropriate documents, including copies of invoices, timesheets, receipts,  
23 etc., to determine that grant funds are used and programs are operated in  
24 accordance with applicable federal and state statutes, rules, and  
25 regulations. All grant recipients will also be subject to scheduled site visits  
26 to review records and observe operations.

27 f) **Form 990 (if applicable):** The School will annually provide the Sponsor a  
28 copy of its Form 990, Return of Organization Exempt from Income Tax,  
29 and all schedules and attachments filed to the IRS by January 31. If the  
30 IRS does not require Form 990 to be filed, the School will provide the  
31 Sponsor with written confirmation from the IRS of such non-requirement.

1           **4) School's Fiscal Year :** The School's fiscal year shall be from July 1 through June  
2           30.

3           **5) Financial Recovery/Corrective Plan**

4           **a)**     If the School is found to be in a state of deteriorating financial condition as  
5           defined by law and/or Florida Department of Education rule, or meets one  
6           or more of the conditions delineated in Fla. Stat. 218.503 *Determination of*  
7           *financial emergency*, the governing board and the sponsor shall develop a  
8           corrective action plan and file the plan with the Commissioner of  
9           Education within 30 business days after notification is received in  
10          accordance with Fla. Stat. 1002.345. If the governing board and the  
11          sponsor are unable to agree on a corrective action plan, the Commissioner  
12          of Education shall determine the components of the plan. The governing  
13          board shall implement the agreed upon plan. Failure on the part of the  
14          School to propose a good faith corrective plan may constitute a material  
15          breach of this contract and may result in the Sponsor's withholding of  
16          subsequent payments to the School without penalty of interest until the  
17          breach is cured.

18          **b)**     As stated in Fla. Stat. 1002.345, the Sponsor may decide not to renew this  
19          Contract, or may terminate this Contract if the School fails to correct the  
20          deficiencies noted in the corrective action plan within 1 year after being  
21          notified of the deficiencies or exhibits one or more financial emergency  
22          conditions specified in Fla. Stat. 218.503 for 2 consecutive years.

23          **6) Submission Process:** The School shall submit all required financial statements to  
24          the Sponsor in the timeline and format prescribed by the Sponsor and/or state.  
25          Failure of the School to comply with the timely submission of all financial  
26          statements in the required format specified by the Sponsor shall constitute a  
27          material breach of this Contract. Where such violation continues after written  
28          notice from the Sponsor, it may result in the Sponsor's withholding of subsequent  
29          payments to the School without penalty of interest until such violation is cured  
30          and/or may constitute good cause for termination of this Contract.

31          **7) Additional Monitoring:** The Sponsor reserves the right to perform additional

audits and investigations at its expense as part of the Sponsor's financial monitoring responsibilities as it deems necessary to ensure fiscal accountability and sound financial management. The School shall be responsible for reimbursement of any expenditures not authorized by the Governing Board and/or any misappropriated funds.

**G) Financial Management of Schools**

- 1) Financial Management and Oversight Responsibilities:** The School shall implement the financial management and oversight procedures, controls and methods as described in Sections 18a-d of Application: Financial management and Oversight.
- 2) Accounting Contract:** The Charter School shall obtain the services of a qualified accountant to assist in compiling and maintaining financial records, reconciling bank statements, preparing financial reports, and obtaining an annual audit. On or before July 1 of each fiscal year, the charter school shall provide to the Sponsor a copy of the contract for such services. If the accountant is an employee of the charter school, a memorandum stating that fact along with a copy of the accountant's resume shall be forwarded to the Sponsor upon hiring. In addition a qualified accountant shall have adequate experience in Governmental Accounting and not-for-profit and a representative of the charter school shall attend any financial training offered by the Sponsor.
- 3) Disbursement Authorization:** All disbursements, above an established and approved threshold, of the school must contain two authorized signatures. The governing board must review and approved a disbursement report at least once a month. No check may be payable to either of the signatories. The charter school may establish a threshold amount for those checks that may contain one signature. The threshold must be included in the charter school's Bylaws and Accounting Reporting Policies and Procedures.
- 4) Accounting Policies and Procedures:** The charter school shall include all Accounting Policies, Procedures and Practices for maintaining complete records of all receipts and expenditures. A copy of these policies must be available to the Sponsor during any additional audit or Mid-Year Reviews performed by the

Sponsor.

- 5) **Reading Plan Allocations:** If the School does not comply with the core reading plan requirements specified in this Contract, the funds that would have been allocated to the school by the state and/or Sponsor for reading, shall remain with the Sponsor to serve low performing schools pursuant to the CRRP Guidelines.
- 6) **Taxes and Bonds:** Pursuant to Fla. Stat. § 1002.33(9)(m), the School shall not levy taxes or issue bonds secured by tax revenue.
- 7) **Additional Financial Requirements:** The Sponsor may require the School to comply with additional financial requirements mandated by the Florida Department of Education.
- 8) **Utilization of the Sponsor:** The School shall not suggest or represent to third parties, including, but not limited to, vendors, creditors, other business entities or their representatives, governmental entities, or other individuals, that the Sponsor will guarantee payment for any purchases made or debts incurred by the School, nor shall the School represent that the Sponsor will guarantee payment for any loans secured by the School, or that the Sponsor will lend its good faith and credit in order for the School to obtain a loan or other forms of credit.
- 9) **Bank Transfer Information:** The School shall submit a bank information form which will provide all necessary information for the school's bank account where payments from the Sponsor will be deposited. The bank account must be in the same legal name of the school, and the bank information form must be signed by the active governing board chair of the school. The Sponsor shall not send payments to a trust account or to any bank account other than one held and controlled by the School.
- H) **Description of Internal Audit Procedure** The School shall implement the financial controls and audit procedure described in the School's governing laws and rules, the provisions of this Contract, and the School's approved application, as described in Sections 18a-d of application: Financial Management and Oversight.

## SECTION 5: FACILITIES

### A) Prior Notification

#### 1) Deadline to Secure Facility:

The School shall provide the Sponsor with documentation regarding the School's property interest (owner or lessee) in the property and facility where the School will operate. If the School does not own the property and facility, the School shall provide a fully executed lease or other legal document acceptable to the Sponsor and evidencing the legal right to occupy the facility, at least thirty (30) calendar days before the initial opening day of classes. For leased properties, the School shall obtain from the landlord, and provide to the Sponsor, an affidavit indicating the method by which the landlord is complying with the requirements of Fla. Stat. § 196.1983 regarding charter school exemption from ad valorem taxes.

#### 2) Deadline to submit zoning approvals and Certificate of Occupancy:

The Charter School will present proof of the appropriate facility certification (including all certificates that are required by applicable building codes) to the Sponsor no later than **May 15** prior to the first year of operation. If the Charter School does not have the appropriate certifications by **August 1<sup>st</sup>** prior to the first year of operation or the initial opening day of classes in a different facility, the Charter School may defer opening, provided the Charter School will meet the required hours of instruction in accordance with Florida law. The Sponsor may terminate this Contract with no compensation to the School, if the School fails to obtain all permanent and temporary licenses, permits, use approval, facility certification, a fully executed lease or other legal document acceptable to the Sponsor and evidencing the legal right to occupy the facility, approvals required by the local government or any other governmental bodies having jurisdiction by at least thirty (30) calendar days prior to the opening day of classes. If the School does not have the appropriate certification thirty (30) calendar days prior to the opening of the School, then the School may delay its opening on the condition that the School is able to provide the minimum number of hours and minutes of instruction as required by Florida law. Otherwise, the School may defer opening

1 by one academic year during which the School shall not enroll any students and  
2 shall not be eligible to receive any funding from the Sponsor. In the alternative  
3 the opening of SCHOOL shall not be delayed if the SCHOOL obtains an alternate  
4 temporary facility with the appropriate approvals. In such case, such temporary  
5 facility may be used by the SCHOOL until such time the permanent facility is  
6 ready to use.

7 **(3) Facility Inspections:**

8 The School shall deliver to the Sponsor copies of any and all facility inspections  
9 performed at any time by local governments or any other governmental bodies  
10 having jurisdiction within 14 calendar days of the date of the inspection.  
11 Subsequent written proof of compliance with any violations arising from such  
12 inspections shall also be delivered to the Sponsor in a timely manner.

13 **A) District Inspection of Facility**

- 14 1) The School shall deliver to the Sponsor written documentation of  
15 required inspections and certificates of occupancy by at least thirty  
16 (30) days prior to the opening day of classes every year.  
17 2) Upon reasonable notice, the Sponsor may inspect the School  
18 facilities at any time during the school year to ensure compliance  
19 with all applicable state laws and building and zoning  
20 requirements.

21 **B) Compliance with Building and Zoning /Requirements**

- 22 1) **Florida Building Code:** The School shall use facilities that  
23 comply with the Florida Building Code, pursuant to Chapter 553,  
24 except for State Requirements for Educational Facilities (SREF).  
25 The local governing authority shall not adopt or impose local  
26 building requirements or restrictions that are more stringent than  
27 those found in the Florida Building Code. The agency having  
28 jurisdiction for inspection of a facility and issuance of a certificate  
29 of occupancy shall be the local municipality or, if in an  
30 unincorporated area, the county governing authority.  
31 2) **Florida Fire Prevention Code:** Upon promulgation, Charter



1 School facilities shall utilize facilities, which comply with the  
2 *Florida Building Code*, pursuant to Chapter 553, F.S. and the  
3 *Florida Fire Prevention Code*, pursuant to Chapter 633, F.S.

4 **3) Applicable Laws:**

- 5 (a) The School shall comply with all applicable laws, ordinances, and  
6 codes of federal, state, and local governance, including the IDEA, the  
7 ADA, and section 504 of the Rehabilitation Act. The School shall  
8 obtain all necessary licenses, permits, zoning, use approval, facility  
9 certification, and other approvals required for use and continued  
10 occupancy of the facility as required by the local government or other  
11 governmental agencies, and copies shall be provided to the Sponsor.
- 12 (b) The School's operation shall be subject to necessary local  
13 government approvals including site plan approval pursuant to Fla.  
14 Stat. § 1013.33 and if applicable, review of traffic studies/analysis.  
15 The School may also be required by the local government to provide  
16 amenities to ensure safe access to children/pedestrians walking to the  
17 School. Zoning or other land use development orders approving the  
18 School use, if issued by the local government entity having jurisdiction  
19 over the area where the School property is located, shall satisfy the  
20 review requirements of Fla. Stat. § 1013.33.
- 21 (c) The School shall be responsible for all costs for, or associated  
22 with, complying with local ordinances, securing licenses, permits,  
23 zoning, use approval, facility certification, and other approvals,  
24 including, but not limited to, application fees, advertising costs,  
25 surveyor costs, plan review fees, permit costs and licensing costs,  
26 traffic analyses/studies, and any other additional charges or surcharges  
27 by the local government or other governmental agencies.
- 28 (d) At all times, the School shall display a valid and current  
29 Certificate of Occupancy, and other certificates required by building  
30 and fire enforcement authorities, health and sanitation enforcement  
31 authorities and all other applicable enforcement agencies.

1 (e) If the School fails to maintain valid licenses, permits, use approval,  
2 facility certification, and any other approvals as required by the local  
3 government or any other governmental bodies having jurisdiction at  
4 any time during the term of this Contract, where such failure continues  
5 after written notice from the Sponsor the Sponsor may withhold all  
6 subsequent payments, without penalty of interest, to the School until  
7 required permits, use approval, or facility certifications are obtained  
8 and/or may constitute good cause to terminate this contract.

9 **4) Capacity of Facilities**

10 a) The School shall not allow the enrollment at any time to  
11 exceed the number of students permitted by zoning capacity,  
12 certificates of use and/or occupancy, applicable laws and  
13 regulations. *If the school is sharing a facility with another entity*  
14 *the total enrollment of all of the charters sharing any such facility*  
15 *shall not exceed the CO and CU capacities of the facility.*

16 b) Any change to the official capacity should be reported, in  
17 writing with appropriate supporting documentation, within 30 days  
18 of change.

19 **5) Leased facilities:** If the School operates in leased facilities, the lease  
20 shall be for the term of this Contract, or in lieu thereof, the School shall  
21 present a lease, or other legal instrument acceptable to the Sponsor and  
22 evidencing the legal right to occupy the facility, with a plan to ensure a  
23 facility for the duration of the Contract. The lease, or other legal  
24 instrument evidencing the legal right to occupy the facility, shall be signed  
25 by a properly authorized member of the governing board, or its designee,  
26 as documented in corresponding official governing board meeting  
27 minutes.

28 **6) Emergencies:** In unforeseen circumstances or emergencies, if the  
29 facility is damaged or unable to safely house students/personnel, the  
30 School must notify the Sponsor, immediately, and secure an alternative  
31 location to ensure no interruption in instruction. The alternative location

shall be subject to all facility requirements indicated in this section.

**C) Location**

**1) School's Street Address:** The School will be located at 8600 Jog Road, Boynton Beach, FL 33472

**2) Temporary Facility (if applicable):** The School will be housed at a temporary facility located at \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_. Thereafter, the School will be located at the address indicated in paragraph 1 above.

**3) Relocation:** The school shall not change or add facilities or locations at any time during the term of this Contract without prior approval of the Sponsor through the Contract amendment process. Violation of this provision constitutes a unilateral amendment or modification of this Contract and good cause for termination.

**4) Additional Campuses, if applicable** \_\_\_\_\_.

**D) Prohibition to Affix Religious Symbols:** The School shall not display any religious or partisan political symbols, statues, artifacts, etc., on or about the property and facilities where the School will operate.

**SECTION 6: TRANSPORTATION**

**A) Cooperation Between Sponsor and School:** The Charter School may contract with the Sponsor for student transportation services. If transportation is contracted with the Sponsor, the Sponsor reserves the right to set the arrival and departure times for students. The School shall provide transportation to the School's students consistent with the requirements of Part I. E. of Chapter 1006, Florida Statutes. The School may provide transportation through an agreement or contract with a private provider or parents.

**B) Compliance with Safety Requirements:** The Charter School may contract with a Sponsor-approved private transportation firm. If using an approved private firm, the Charter School must submit to the Sponsor the firm's name and a copy of the final transportation plan and the proper documentation that all bus drivers have been properly certified.

**C) Fees:** The School may charge fees for transportation pursuant to state law. The School

1 shall reimburse parents for parent-provided transportation costs if the student is legally  
2 entitled to transportation to the School pursuant to § 1006.21 F.S. and the School does not  
3 provide that transportation, to the extent the School is reimbursed by the State in  
4 accordance with subsection F below. The School shall notify parents prior to enrollment  
5 and in the Parent Contract that they may be eligible for transportation reimbursement.

6 **D) Private Transportation Agreement:** The School will provide the Sponsor the name of  
7 the private transportation provider and a copy of the signed transportation contract at  
8 least ten (10) working days prior to the opening day of classes.

9 **E) Reimbursement for School Provided Transportation:** The rate of reimbursement to  
10 the School will be equivalent to the reimbursement rate provided by the State for all  
11 eligible transported students within the school district.

## 12 13 **SECTION 7: INSURANCE AND INDEMNIFICATION**

### 14 **A) Indemnification of Sponsor**

15 The School shall indemnify and hold harmless the Sponsor against all claims, demands,  
16 suits, or other forms of liability for personal injury, property damage, or violation of civil  
17 rights that may arise out of, or by reason of actions of the School and/or its employees,  
18 agents, and representatives. School's duty to indemnify the Sponsor under this section 7  
19 shall be subject to and contingent upon Sponsor's assertion of sovereign immunity in  
20 defense of all applicable claims.

21 **1) Indemnification for Professional Liability:** The duty to indemnify for  
22 professional liability as insured by the School Leaders Errors and Omissions  
23 Liability Policy described in this Contract will continue in full force and effect  
24 notwithstanding the expiration or early termination of this Contract with respect  
25 to any claims based on facts or conditions which occurred prior to termination. In  
26 no way shall the School Leader's Errors and Omissions Liability Policy's three  
27 (3) year limitation on post-termination claims of professional liability impair the  
28 Sponsor's claims to indemnification with respect to a claim for which the School  
29 is insured or for which the School should have been insured under Commercial  
30 General Liability Insurance. In addition, the School or Sponsor shall indemnify,  
31 defend, protect and hold the Sponsor harmless against all claims and actions

1 brought against the other party by reason of any actual or alleged infringement of  
2 patent or other proprietary rights in any material, process, machine or appliance  
3 used by the School or Sponsor, respectively.

4 **2) Notification of Third Party Claim, Demand, or Other Action:** The School  
5 shall notify the Sponsor of the existence of any third party claim, demand or other  
6 action giving rise to a claim for indemnification under this Section 7A (a "third-  
7 party claim") and each shall give the other a reasonable opportunity to defend the  
8 third party claim at its own expense and with its own counsel, The Sponsor shall  
9 at all times have the right to participate in such defense at its own expense. If,  
10 within a reasonable amount of time after receipt of notice of a third-party claim,  
11 the School shall fail to undertake to defend, the Sponsor, upon reasonable notice  
12 to the School, shall have the right, but not the obligation, to defend and to  
13 compromise or settle (exercising reasonable business judgment) the third-party  
14 claim for the account and at the risk and expense of the School, . The School or  
15 the Sponsor shall make available to each other, at their expense, such information  
16 and assistance as each shall request in connection with the defense of a third-party  
17 claim, excepting privileged and confidential information.

18 **3) Indemnity Obligations:** The School's indemnity obligations under this provision  
19 and elsewhere in the Contract shall survive the expiration or termination of this  
20 Contract, for claims arising from this Contract.

21 **B) Indemnification of School**

22 The School shall not be obligated to indemnify the Sponsor against claims, damages,  
23 expenses or liabilities that result from the conduct of the Sponsor, its directors, officers,  
24 employees, and subcontractors.

25 **C) Sovereign Immunity**

26 The School, agrees to indemnify, defend with competent counsel, and hold the Sponsor,  
27 its members, officers, and agents, harmless from any and all claims, actions, costs,  
28 expenses, damages, and liabilities, including reasonable attorney's fees, arising out of,  
29 connected with or resulting from: (a) the negligence of the School's employees,  
30 contractors, subcontractors, or other agents in connection with and arising out of their  
31 services within the scope of this Contract; (b) disciplinary action or the termination of a

School employee; (c) the debts accrued by the School and/or non-payment of same; (d) the School's material breach of this Contract or violation of law; (e) any failure by the School to pay its suppliers or any subcontractors; or (f) personal injury, property damage, or violations of civil rights that may arise out of, or by reason of actions of the School and/or its employees, agents, and representatives.

**D) Acceptable Insurers**

**1) Acceptable Insurance Providers:** Insurance providers must be authorized by subsisting certificates of authority by the Department of Financial Services of the State of Florida, or (II) an eligible surplus lines insurer under Florida Statutes. In addition, the insurer or the providers with which the insurer contracts must have a Best's Rating of "A" or better and a Financial Size Category of "VI" or better, according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company.

**2) Insurance Provider Compliance:** If, during this period when an insurer is providing the insurance as required by this Contract, an insurer fails to comply with the foregoing minimum requirements, as soon as the School has knowledge of any such failure the School shall immediately notify the Sponsor and promptly replace the insurance with insurance provided by another insurer meeting the requirements. Such replacement insurance coverage must be obtained within twenty (20) days of cancellation or lapse of coverage.

**3) Minimum Insurance Requirements:** Without limiting any of the other obligations or liabilities of the School, the School shall, at the School's sole expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth in this Contract. Except as otherwise specified in this Contract, the insurance shall commence prior to the commencement of the opening of the School and shall be maintained in force, without interruption, until this Contract is terminated.

**E) Commercial and General Liability Insurance**

**1) Liabilities Required:** School's insurance shall cover the School for those sources of liability (including, without limitation, coverage for operations, Products/Completed Operations, independent contractors, and liability



contractually assumed) which would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office.

- 2) **Minimum Limits:** The minimum limits to be maintained by the School (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1 million per occurrence/\$3 million annual aggregate.
- 3) **Deductible/Retention:** Except with respect to coverage for Property Damage Liability, the Commercial General Liability coverage shall apply on a first-dollar basis without application of any deductible or self-insured retention.
- 4) **Occurrence/Claims:** The coverage for Property Damage Liability may be subject to a maximum deductible of \$1,000 per occurrence.
- 5) **Additional Insureds:** The School shall include the Sponsor and its members, officers, and employees as Additional Insured on the required Commercial General Liability Insurance. The coverage afforded such Additional Insured shall be no more restrictive than that which would be afforded by adding the Sponsor as Additional Insured using the latest Additional Insured - Owners, Lessees or Contractors (Form B) Endorsement (ISO Form CG 20 10). The certificate of insurance shall be clearly marked to reflect "The Sponsor (The School Board of Palm Beach County, Florida), its members, officers, employees, and agents as Additional Insured."

**F) Automobile Liability Insurance**

- 1) **Coverage:** The School's insurance shall cover the School for those sources of liability which would be covered by Section II of the latest occurrence edition of the standard Business Auto Policy (ISO Form CA 00 01), including coverage for liability contractually assumed, as filed for use in the State of Florida by the Insurance Services Office. Coverage shall be included on all owned, non-owned, and hired autos used in connection with this Contract.
- 2) **Occurrence/Claims and Minimum Limits:** The minimum limits to be maintained by the School (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1 million per occurrence, and if subject to an annual

aggregate, \$3 million annual aggregate.

**G) Workers' Compensation/Employers' Liability Insurance**

**1) Coverage:** The School's insurance shall cover the School (and to the extent its subcontractors and its sub-subcontractors are not otherwise insured) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable federal or state law.

**2) Minimum Limits:** Subject to the restrictions found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy. The minimum amount of coverage for those coverages customarily insured under Part Two of the standard Workers' Compensation Policy shall be: EL Each Accident: \$500,000; EL Disease-Policy Limit: \$500,000; EL Disease-Each Employee: \$500,000.

**H) School Leader's Errors and Omissions Liability Insurance**

**1) Form of coverage:** The School shall provide School Leader's Errors and Omissions Liability Insurance shall be on a form acceptable to the Sponsor and shall cover the School for those sources of liability typically insured by School Leader's Errors and Omissions Liability Insurance, arising out of the rendering or failure to render professional services in the performance of this Contract, including all provisions of indemnification, which are part of this Contract.

**2) Coverage Limits:** The minimum limits to be maintained by the School inclusive of any amounts provided by an umbrella or excess policy, shall be \$1 million per claim/annual aggregate.

**3) Occurrence/Claims:** The insurance shall be subject to a maximum deductible not to exceed \$25,000 per claim. If the insurance is on a claims-made basis, the School shall maintain, without interruption, the Professional Liability Insurance

until three (3) years after termination of this Contract.

**I) Property Insurance**

- 1) **Structure Requirements:** If the School is the owner and/or has a mortgage on the school site location, the School shall furnish on a form acceptable to the Sponsor, Property Insurance for the "Building" which is to include the structure as described in this Contract, including permanently installed fixtures, machinery and equipment, outdoor fixtures, and personal property to service the premises. If the Building is under construction, the School shall provide evidence of property insurance for the additions under construction and alterations, repairs, including materials, equipment, supplies, and temporary structures within 100 feet of the premises.
- 2) **Additional Requirements:** In addition, the School shall provide evidence of business personal property coverage to include furniture, fixtures, equipment, and machinery used in the School.
- 3) **Business Personal Property Insurance:** If the School leases the site location, then the School shall provide on a form acceptable to the Sponsor no later than thirty (30) calendar days prior to the opening of school, evidence of business personal property insurance, to include furniture, fixtures, equipment and machinery used in the School.

**J) Applicable to All Coverage**

- 1) **Other Coverage:** The insurance provided by the School shall apply on a primary basis and any other insurance or self-insurance maintained by the Sponsor or its members, officers, employees or agents, shall be in excess of the insurance provided by or on behalf of the School.
- 2) **Deductibles/Retention:** Except as otherwise specified, the insurance maintained by the School shall apply on a first-dollar basis without application of deductible or self-insurance retention.
- 3) **Liability and Remedies:** Compliance with the insurance requirements of this Contract shall not limit the liability of the School, its subcontractors, its sub-subcontractors, its employees or its agents to the Sponsor or others. Any remedy provided to the Sponsor or its members, officers, employees or agents by

1 the insurance shall be in addition to and not in lieu of any other remedy available  
2 under the Contract or otherwise.

3 **4) Subcontractors:** The school shall require its subcontractors and its sub-  
4 subcontractors to maintain any and all insurance required by law.

5 **5) Default Upon Non-Compliance:** Failure to comply with this section or to  
6 maintain the requisite insurance coverage may constitute a material breach of this  
7 Contract and may constitute good cause for termination.

## 8 9 **SECTION 8: GOVERNANCE**

10 **A) Public or Private Employer:** The parties of this Charter School Charter agree that the  
11 Charter School shall select its own employees. The School shall be a private employer  
12 and employees shall be **private employees**. The Charter School agrees that its  
13 employment practices shall be nonsectarian and that it shall not violate the anti-  
14 discrimination provisions of Section 1000.05, F.S. ["The Florida Educational Equity  
15 Act"]. The Charter School agrees to develop and implement personnel practices and  
16 procedures that are consistent with state statutes and rules.

### 17 **B) Governing Board Responsibilities**

18 **1) Non-Profit Status:** The School shall organize and be operated by a stand-alone,  
19 Florida non-membership, nonprofit corporation, pursuant to Chapter 617 Fla.  
20 Stat., at all times throughout the term of this Contract. A limited liability  
21 corporation does not qualify as a non-profit organization for purposes of this  
22 Contract. If the School has been granted tax-exempt status, the School shall  
23 provide the Sponsor with a copy of correspondence from the Internal Revenue  
24 Service (IRS) granting tax-exempt status as a section 501(c)(3) organization. The  
25 School also will annually provide the Sponsor a copy of its Form 990, Return of  
26 Organization Exempt from Income Tax, and all schedules and attachments, within  
27 fifteen (15) days of filing with the IRS. If the IRS does not require Form 990 to  
28 be filed, the School will provide the Sponsor with written confirmation from the  
29 IRS of such non-requirement. Notwithstanding anything set forth in this Contract,  
30 the Sponsor does not covenant to extend or pledge its own tax-exempt status in  
31 any way for the use and benefit of the School.

- 1           **2) Organizational Plan:** The School shall implement the organizational plan as  
2 described in the approved application.
- 3           **3) School Operations:** The School's governing board shall be solely responsible for  
4 the operation of the school and exercise continuing oversight over the School's  
5 operations. The School's governing board will define and refine policies  
6 regarding educational philosophy, and oversee assessment and accountability  
7 procedures to assure that the School's student performance standards are met or  
8 exceeded.
- 9           **4) Accountability:** The School's governing board will be held accountable to its  
10 students, parents/guardians, and the community at large, through a continuous  
11 cycle of planning, evaluation, and reporting as required by law.
- 12           **5) School Policy and Decision Making:** The School's governing board, in  
13 consultation with School staff, shall be responsible for all policy decision making  
14 of the School, including creating/adjusting the curriculum and developing and  
15 adopting an annual budget.
- 16           **6) School Employee Supervision:** The teachers, support staff, and contractual staff  
17 will be directly supervised by the \_\_\_\_\_.
- 18           **7) School Fiscal Agent:** The governing board shall be the fiscal agent for the School  
19 and shall be involved from the inception in administrative functions, pursuant to  
20 such rules and policies as are developed by the governing board.
- 21           **8) Eligible Members of the Governing Body:** No employee of the School may be a  
22 Director of the governing board.
- 23           **9) Governing Board Compensation:** No member of the School's governing board  
24 shall be an employee of the charter school or receive compensation, directly or  
25 indirectly, from the School's operations, including but not limited to grant funds.  
26 Violation of this provision may constitute a material breach of the Contract and  
27 may constitute good cause for termination.
- 28           **10) School/Parent Contract:** The School agrees to submit any Parent Contracts to  
29 the Sponsor for approval. Any amendments to the Parental Contract shall be  
30 submitted in advance to the Sponsor for approval. The School shall not use the  
31 Parent Contract to discriminate, involuntarily withdraw, or create a financial

1           burden or any other barrier to enrollment. At a minimum, all communication to  
2           parents, including Parent Contracts, shall be provided in English, Spanish and  
3           Haitian-Creole, as appropriate. Attached, as Q, is the School's Parent Contract.

4       **11) Governing Board Reporting:** The Governing Board shall periodically report the  
5       School's academic progress to all stakeholders.

6       **12) Governance Training:** The School's governing board members shall participate  
7       in charter school governance training, facilitated by the Sponsor or an approved  
8       Florida Department of Education vendor, pursuant to state law.

9       **13) Employment of Relatives:** The School and its employees shall comply with F.S.  
10       1002.33 (24) Restriction on the Employment of Relatives.

11   **C) Public Records:** The School shall comply with Florida Statutes Chapter 119 (the Public  
12   Records Act) and all other applicable statutes pertaining to public records.

13   **D) Reasonable Access to Records by Sponsor:** The School shall provide the Sponsor  
14   access to public records, at no cost, related to the governing board. Failure to provide  
15   such access will constitute a material breach of this Contract and good cause for  
16   termination.

17   **E) Sunshine Law:** The School's governing board meetings shall take place locally and in a  
18   physical location and facility that is easily accessible to the School's parents, students and  
19   employees, be publicized in advance to the school community and be open to the public  
20   pursuant to Fla. Stat. § 286.011 (the Sunshine Law): Parents/guardians shall be  
21   encouraged to attend. Notification shall be available in languages other than English,  
22   where appropriate, e.g., Spanish, and Haitian-Creole. Notices of all governing board  
23   meetings must be posted at the School and at the location of the meeting.

24   **F) Reasonable Notice of Governing Board Meetings**

25       **1) Notice of Governing Board Meetings:** The governing board shall publish on the  
26       School's website a schedule of all governing board meetings for the school year  
27       including the date, time and location of meetings. By July 15 annually, the school  
28       shall provide the Sponsor the annual schedule of governing board meetings. The  
29       school shall provide reasonable notice to the sponsor of any changes or  
30       cancellation of scheduled meetings.

31       **2) Governing Board Meeting Requirements:** The Governing Board shall meet at



1 least four times per year pursuant to the provisions of the Corporate By-laws.  
2 Those schools that are in their first year of operation or who have been declared to  
3 be in a state of financial emergency, and/or who have been designated as a  
4 Correct II (School Grade F) or a Prevent II (School Grade D), shall meet at least  
5 monthly.

6 **G) Identification of Governing Board Members**

7 **1) Parent Membership:** The School's governing board shall be diverse and include  
8 a parent member, with full membership rights. The parent member must be a  
9 parent of a student enrolled in the school. Board members shall possess special  
10 skills, talents, and expertise that will support the educational and moral  
11 development of the School's students.

12 **2) Governing Board Member Eligibility and Clearance:** The School's governing  
13 board members shall be fingerprinted pursuant to law prior to the approval of the  
14 School's Contract. Board members appointed to the governing board after the  
15 approval of the School's Contract must be fingerprinted within thirty (30) days of  
16 their appointment. The cost of fingerprinting shall be borne by the School or the  
17 governing board member. The governing board agrees to dismiss governing  
18 board members whose fingerprint check results reveal non-compliance with  
19 standards of good moral character. Any change in governing board membership  
20 must be reported to the Sponsor in writing within 48 hours of the change. Any  
21 violation of this provision where such violation continues after written notice  
22 form the Sponsor, may result in the withholding of FTE payments, without  
23 penalty of interest, until the violation is cured and/or may constitutes good cause  
24 for termination.

25 **3) Identification of Governing Board Members:** The Charter School shall  
26 establish a Charter School Governing Board of at least five members. A minimum  
27 of four members must be established prior to the execution of this Agreement and  
28 all necessary background checks and documentation must be provided to the  
29 Sponsor within thirty (30) days of the execution of this Agreement. The Initial  
30 Board shall be:

31 **Debra Klein, Board Chair/President**

1           **Marcus Jadote, Secretary**

2           **Sander Gerber**

3           **Henry Ellenbogen**

4           **Howard Friedman**

5           **Victoriano Rodriguez**

6  
7                           **SECTION 9: EDUCATION SERVICE PROVIDER**

8       **A)     Education Service Provider Agreement**

9           **1)     School Use of ESP Services**

10           **a)**     The contract between the School and the education service provider/  
11                   management company (ESP) shall require that the ESP operate the School  
12                   in accordance with the terms stipulated in this Contract and all applicable  
13                   laws, ordinances, rules, and regulations. The contract between the School  
14                   and the ESP shall allow the School the ability to terminate the contract  
15                   with the ESP.

16           **b)**     Neither employees of the ESP nor members of the ESP's employees'  
17                   families, as defined in Florida Statutes section 1002.33 shall sit on the  
18                   School's governing board or serve as officers of the Corporation.

19           **c)**     The School Leader shall be employed by the School and evaluated by the  
20                   School's governing board. The School Leader shall not own, operate, or  
21                   serve as an officer of the ESP that serves the School.

22           **d)**     The contract between the ESP and the School's governing board shall  
23                   ensure that an "arms-length," performance-based relationship exists  
24                   between the governing board and the ESP.

25           **e)**     The contract between the School and the ESP shall require that the ESP  
26                   disclose to the School any affiliations with individuals or entities (e.g.  
27                   lessors, vendors, consultants, etc.) doing business with the School.

28           **f)**     The contract shall obligate the School to pay the ESP a reasonable,  
29                   specific fee for services.

30           **g)**     Any default or breach of the terms of this Contract by the ESP shall  
31                   constitute a default or breach by the School under the terms of the

Contract between the School and Sponsor.

- 2) **Submission of ESP Agreement:** The contract between the ESP and the School shall be submitted to the Sponsor prior to the approval of the School's Charter Contract, or at the time an ESP is contracted.
- 3) **Amendments to ESP contract:** All amendments to the contract between the ESP and the School shall be submitted to the Sponsor for review. A copy of the amended management agreement shall be provided to the Sponsor within five (5) days of execution.
- 4) **ESP Contract Amendments:** see above section

## SECTION 10: HUMAN RESOURCES

- A) **Hiring Practices:** The School shall implement the plan, policies and procedures as described in the section of the approved application: Human Resources. The School shall hire its own employees, and shall submit to the Sponsor annual written strategies the School will use to recruit, hire, train, and retain qualified staff. The School agrees that its employment practices shall be nonsectarian.
- 1) **Reporting Staffing Changes:** The School shall provide the Sponsor with the names and social security numbers of all applicants the School is interested in employing. The School shall provide the Sponsor copies of monthly payroll rosters upon request. The payroll rosters shall indicate the payroll period, hire date of employee, the number of days that each individual was paid for, and the daily rate of each salary or the total amount paid to each individual during that period. Failure to provide this information in a timely manner where such failure continues after written notice from the Sponsor may result in withholding of FTE payments until such failure is cured and the information is provided and/or constitute good cause to terminate the Contract.
  - 2) **Non-Discriminatory Employment Practices:** The governing board shall provide equal opportunity in employment, in accordance with Title VII and the Sponsor's antidiscrimination rules and policies.
  - 3) **Teacher Certification and Highly Qualified:** All instructional staff, including substitutes and paraprofessionals, employed by or under contract to the School

1 shall be certified as required by Chapter 1012, Florida Statutes, and shall meet all  
2 requirements for highly qualified instructional personnel as defined by NCLB.  
3 The School may employ or contract with skilled selected non-certified personnel  
4 to provide instructional services or to assist instructional staff members as  
5 education paraprofessionals in the same manner as defined in Chapter 1012. Staff  
6 resumes/biographies shall be available to parents/guardians and community  
7 members upon request. The School shall provide continuing professional  
8 development programs for its teachers.

9 a) The School shall not employ an individual for instructional services if the  
10 individual's certification or licensure as an educator is suspended or  
11 revoked by this or any other state. The School shall monitor teacher  
12 certification and ensure that teachers maintain their certification current at  
13 all times. Temporary instructors employed by the School must have a  
14 current substitute teaching certificate issued by the Sponsor.

15 b) The School shall not employ an individual who has resigned in lieu of  
16 disciplinary action or who has been dismissed by any school district.

17 **4) Fingerprinting and Background Screening**

18 a) Pursuant to Fla. Stat. §§ 1012.32(2)(a), 1012.465, and 435.04, the School  
19 shall fingerprint for level 2 screening of all applicants, for instructional  
20 and non-instructional positions, that the School is interested in employing.  
21 Additionally, the School agrees that each of its employees, representatives,  
22 agents, subcontractors, or suppliers who are permitted access on school  
23 grounds when students are present, who have direct contact with students  
24 or who have access to or control of school funds must meet level 2  
25 screening requirements as described in Fla. Stat. §§ 1012.32 and 435.04.

26 b) The Sponsor shall perform the processing of each applicant's fingerprints.  
27 The School or the applicant shall bear any and all costs associated with the  
28 required fingerprinting and level 2 background screening.

29 c) The School shall not hire School employees prior to the Sponsor's receipt  
30 and review of the fingerprinting and level 2 background screening results  
31 of the charter school applicants from the Florida Department of Law

1 Enforcement and the Federal Bureau of Investigation. Potential School  
2 employees shall submit official court dispositions for criminal offenses of  
3 moral turpitude listed as part of their fingerprint results. The School shall  
4 not hire applicants whose fingerprint check and level 2 screening results  
5 reveal non-compliance with standards of good moral character. A  
6 violation of this provision, where such violation continues after written  
7 notice from the Sponsor, may result in withholding of FTE payments,  
8 without penalty of interest until such violation is cured, and may  
9 constitute good cause to terminate this contract.

- 10 d) The School shall conduct general drug screening on all applicants for  
11 instructional and non-instructional positions with the School, including  
12 contracted personnel. A negative drug screening result shall be a  
13 requirement and prerequisite for employment. The cost of drug screening  
14 shall be borne by the School or the applicant.

15 **B) Employment Practices**

- 16 1) **Statutory Prohibition and Required Disclosure regarding Hiring of**  
17 **Relatives:** The School and its employees shall comply with F.S. 1002.33(24):  
18 Restriction on the Employment of Relatives.
- 19 2) **Self-Reporting of Arrests:** The School shall require all instructional employees  
20 who hold Department of Education teaching certificates to self-report within 48  
21 hours to appropriate authorities any arrest and final dispositions of such arrest  
22 other than minor traffic violations.
- 23 3) **Code of Ethics:** The School shall require that its employees abide by the  
24 guidelines set forth in Chapter 6B-1.001, Code of Ethics of the Education  
25 Profession in Florida, as applicable to Charter Schools, and Chapter 6B-1.006,  
26 Principles of Professional Conduct for the Education Profession in Florida as  
27 applicable to Charter Schools,. The School shall be responsible for the  
28 investigation and discipline of any School employee who may be in violation of  
29 these regulations.
- 30 4) **Personnel Policy:** Attached, as \_\_\_\_\_ (Personnel Policy), is the School's policy  
31 for selecting and employing personnel.



1           5)    **Collective Bargaining:** School employees shall have the option to bargain  
2                   collectively and may collectively bargain as a separate unit or as part of the  
3                   existing School District collective bargaining unit as determined by the structure  
4                   of the School.

5           6)    **Immigration Status:** The School shall employ only individuals legally  
6                   authorized to work in the United States pursuant to federal immigration laws and  
7                   USCIS regulations.

8           7)    **Employee Discipline:** The School shall discipline its employees pursuant to state  
9                   law and rules and any applicable federal laws.

10    **C)    Sponsor Training of School's Employees**

11           1)    **Participation and Cost for Training Activities**

12                   a)    **Participation in federally funded training:** The Sponsor shall provide  
13                           federally funded professional development activities to school employees  
14                           at no cost to the School.

15                   b)    **Participation in non-federally funded training:** The Sponsor shall  
16                           provide professional development activities to school employees on a  
17                           space available basis. The School shall pay all additional costs associated  
18                           with such activities and the same rates and reimbursement calculations  
19                           currently charged to the sponsor.

20                           **SECTION 11: REQUIRED REPORTS/DOCUMENTS**

21    The School shall provide all required reports and documents as specified in this Charter Contract  
22    and/or as required by law. The Sponsor may request the School to provide additional reports  
23    and/or documents as reasonably necessary.

24                           **SECTION 12: MISCELLANEOUS PROVISIONS**

25    **A)    Impossibility:** Neither party shall be considered in default of this Contract if the  
26                   performance of any section or all of this Contract is prevented, delayed, hindered or  
27                   otherwise made impracticable or impossible by reason of any strike, flood, hurricane,  
28                   riot, fire, explosion, war, act of God, sabotage, accident or any other casualty or cause  
29                   beyond either party's control, and which cannot be overcome by reasonable diligence and  
30                   without extraordinary expense.

31    **B)    Notice of Claim**



- 1       **1) Time to Submit:** At least thirty (30) days prior to the initial opening day of  
2       classes, the School shall furnish the Sponsor with fully completed Certificate(s) of  
3       Insurance signed by an authorized representative of the insurer(s) providing all  
4       required coverage.
- 5       **2) Notification of Cancellation:** The School shall notify the Sponsor in writing of  
6       cancellation of insurance within ten (10) days of actual notice of cancellation.
- 7       **3) Renewal/Replacement:** Until such time as the insurance is no longer required  
8       to be maintained by the School, the School shall provide the Sponsor with  
9       evidence of the renewal or replacement of the insurance no less than thirty  
10      (30) days before the expiration or termination of the required insurance.
- 11   **C) Drug-Free Workplace:** The School shall be a drug-free workplace pursuant to the  
12      Sponsor's rules.
- 13   **D) Entire Agreement:** This Contract shall constitute the full, entire, and complete  
14      agreement between the parties. All prior representations, understandings, and agreements  
15      whether written or oral are superseded and replaced by this Contract. This Contract may  
16      be altered, changed, added to, deleted from, or modified only through the voluntary,  
17      mutual consent of the parties in writing. Neither party will unreasonably withhold  
18      approval of any amendments proposed by the other party to this Agreement. Any  
19      substantial amendment to this Contract shall require approval of the School Board.
- 20   **E) No Assignment:** This Contract shall not be assigned by either party. The School may,  
21      without the consent of the Sponsor, enter into contracts for services with an individual or  
22      group of individuals organized as a partnership or cooperative so long as the School  
23      remains ultimately responsible for those services as set forth in this Contract.
- 24   **F) No Waiver:** No waiver of any provision of this Contract shall be deemed or shall  
25      constitute a waiver of any other provision unless expressly stated. The failure of either  
26      party to insist in any one or more instances upon the strict performance of any one or  
27      more of the provisions of this Contract shall not be construed as a waiver or  
28      relinquishment of the term or provision, and the same shall continue in full force and  
29      effect. No waiver or relinquishment to any provision of this Contract shall be deemed to  
30      have been made by either party unless in writing and signed by the parties.
- 31   **G) Default Including Opportunity to Cure:** Non-compliance with any of the material

terms and conditions of this Contract may constitute good cause for termination. However prior to termination, the Sponsor shall provide the School with a reasonable opportunity to cure the alleged default.

**H) Survival Including Post-Termination:** All representations and warranties made in this contract shall survive termination of this contract.

**I) Severability:** If any provision or any section of this Contract is determined to be unlawful, void or invalid, that determination shall not affect any other provision or any section of any other provision of this Contract and all remaining provisions shall continue in full force and effect

**J) Third Party Beneficiary:** This Contract is not intended to create any rights of a third party beneficiary. This clause shall not be construed, however, as contrary to any statutory or constitutional right possessed by a member of the community, a student, or parent/guardian of a student of the School.

**K) Choice of Laws:** This Contract is made and entered into in the State of Florida and shall be interpreted according to the laws of Florida, with venue in Palm Beach County. The parties mutually agree that the language and all parts of this Contract shall in all cases be construed as a whole according to its fair meaning, and not strictly for or against any of the parties.

**L) Notice:** Every notice, approval, consent or other communication authorized or required by this Contract shall not be effective unless it is in writing and sent postage prepaid by United States mail, directed to the other party at the address provided or such other address as either party may designate in writing from time to time.

**M) Authority:** Each of the persons executing this Contract represent and warrant that they have the full power and authority to execute the Contract on behalf of the party for whom he or she signs and that he or she enters into this Contract of his or her own free will and accord and with his or her own judgment, and after consulting with anyone of his or her own choosing, including but not limited to his or her attorney. The School and the Sponsor both represent that they have been represented in connection with the negotiation and execution of this Contract and they are satisfied with the representation.

**N) Conflict/Dispute Resolution and Alternative Dispute Resolution Process:**

1. It is agreed by both parties that every effort shall be made to resolve complaints,

1 issues, or concerns by informal communications between the Sponsor and Charter  
2 School.

3 2. The Charter School shall notify the Sponsor in writing the name of, mailing address,  
4 and telephone number of its contact person. Any change in this information shall be  
5 submitted in writing to the Sponsor in a timely fashion.  
6

7 3. All disputes related to or arising out of this Charter, which the parties are unable to  
8 resolve informally, shall be resolved according to the Alternative Dispute Resolution  
9 Process provided in Section 32 of this Charter.  
10

### 11 **Alternative Dispute Resolution Process**

12  
13 Subject to the applicable provision of Section 1002.33, F.S., as amended from time to  
14 time, all disagreements and disputes relating to or arising out of the Charter School Charter  
15 which the parties are unable to resolve informally, may be resolved according to the  
16 following Dispute Resolution Process, unless otherwise directed or provided for in the  
17 aforementioned statute. It is anticipated that a continuing practice of open communication  
18 between the Sponsor and the Charter School will prevent the need for implementing a  
19 conflict/dispute resolution procedure. The Dispute Resolution Process is as follows:

20  
21 STEP 1: Informal discussion shall commence between representatives of the  
22 Charter School and the Sponsor regarding the particular issue(s) in  
23 question. If the matter is not resolved at Step 1, either party may elect to  
24 forward the issue(s) to the next step.  
25

26 STEP 2: Written notice by the Sponsor or the Charter School outlining the nature of  
27 an identified problem in performance or operations not being met or  
28 completed to the satisfaction of either party. If the matter is not resolved  
29 at Step 2, either party may elect to forward the issue(s) to the next step.  
30

31 STEP 3: A meeting between authorized member of the Governing Board of the  
32 Charter School and the Sponsor's representative to discuss the issue(s) and  
33 resolution of same, and any proposed modification or amendments to the  
34 terms and conditions of the Charter School Charter. If the matter is not  
35 resolved at Step 3, either party may elect to forward the issue(s) to the  
36 next step.  
37

38 STEP 4: The issue will be forwarded to the Florida Department of Education to  
39 provide mediation services.

1  
2  
3 The aforementioned process, not otherwise pre-empted by Section 1002.33, F.S., (See C  
4 below) shall be equally applicable to both parties to this Charter School Charter in the  
5 event of a dispute.  
6

7 The Department of Education shall provide mediation services for any dispute regarding  
8 this section subsequent to the approval of a charter application and for any dispute  
9 relating to the approved charter, except disputes regarding charter school application  
10 denials. If the Commissioner of Education determines that the dispute cannot be settled  
11 through mediation, the dispute may be appealed to an administrative law judge appointed  
12 by the Division of Administrative Hearings. The administrative law judge may rule on  
13 issues of equitable treatment of the charter school as a public school, whether proposed  
14 provisions of the charter violate the intended flexibility granted charter schools by statute,  
15 or on any other matter regarding this section except a charter school application denial,  
16 and shall award the prevailing party reasonable attorney's fees and costs incurred to be  
17 paid by the prevailing party.  
18

19 **0) Headings:** The headings in the Charter are for convenience and reference only and in no way  
20 define, limit, or describe the scope of the Charter and shall not be considered in the  
21 interpretation of the Charter or any provision hereof.  
22  
23  
24

25 **P) Citations:** All citations of legal authority, including Sponsor's rules, shall refer to  
26 those in effect when this contract is executed, subject to any subsequent amendments.  
27  
28  
29  
30  
31  
32

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

ATTEST:

The National Ben Gamla Charter School Foundation Inc  
on behalf of Ben Gamla West

By: [Signature] 5/25/11  
Date

By: [Signature] 5/25/11  
Signature of Board Chair Date

Name: Collette D. Papa, Esq.

Name: Debra Klein  
Board Chair

By: [Signature] 5/25/11  
Date

Corporate Seal:



Name: Andrea Dominguez

ATTEST:

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA

By: [Signature] 6/13/2011  
Superintendent Date

By: [Signature] 6/11/11  
Signature of Board Chair Date

Name: [Signature]  
Superintendent William F. Malone

Name: Frank A. Barbieri, Jr.  
Board Chair

APPROVED AS TO FORM:

By: [Signature] 5/25/2011  
School Board Attorney Date

Name: Corey M. Smith  
School Board Attorney



## **APPENDICES**

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APPROVED APPLICATION

EDUCATIONAL PROGRAM AND CURRICULUM  
(Section 3 of Application)

FIVE YEAR BUDGET

STUDENT CODE OF CONDUCT

FDOE TECHNICAL ASSISTANCE PAPER 2009-03

BUILDING CODE APPROVALS  
CERTIFICATE OF OCCUPANCY/USE  
LOCAL JURISDICTIONAL CODE APPROVALS  
(zoning approvals consistent with type of use, fire and  
health inspections)

INSURANCE CERTIFICATES

BONDING CERTIFICATES

FINGERPRINT RECORDS AND BACKGROUND  
CHECKS

IRS FORM 1023; Application for 501(c)(3), IRS  
Designation Letter for 501(c)(3) including attachments  
correspondence and all representations made to the IRS

STUDENT SCHOOL REPORT CARD

DESCRIPTION OF ESE SERVICES

DISTRICT'S BUS EVACUATION DRILL REPORT

SCHOOL'S ACCOUNTING AND REPORTING  
POLICIES, PROCEDURES, AND PRACTICES